



LNG Services Agreement

(AEMO)

Date

This agreement is dated on the date it is signed by the last party to do so.

Parties

APA	APA VTS Australia (Operations) Pty Limited
ACN	083 009 278
Address for service	[Redacted] [Redacted] [Redacted] [Redacted]
Facsimile	[Redacted]
APA's Representative	[Redacted]
Email	[Redacted] [Redacted]
AEMO	Australian Energy Market Operator
ABN	94 072 010 327
Address for service	[Redacted] [Redacted] [Redacted] [Redacted]
Phone	[Redacted]
AEMO's Representative	[Redacted]
Email	[Redacted]



LNG Services Agreement
(AEMO)

Recitals

- A. APA is the operator of the Storage Facility and provides certain LNG services to Market Participants and non-Market Participants.
- B. AEMO is (among other things) the independent system and market operator and planner for the wholesale and retail gas markets and supply hubs, and gas systems.
- C. The parties have agreed that APA will supply and AEMO will acquire LNG Services on the terms and conditions of this agreement.



LNG Services Agreement
(AEMO)

Details

Storage Facility	APA's LNG storage facility situated at Dandenong, Victoria, which is an "LNG storage facility" under the DWGM Rules.
Jurisdiction	Victoria
Commencement Date	The start of the Gas Day on 17 January 2022
Termination Date	The start of the Gas Day on 17 January 2023
Storage Capacity	60,000 GJ (or 1,092.9 tonnes, using a conversion factor of 54.9 GJ per tonne) per Gas Day, as amended in accordance with clause 4.4
Storage Rate [Note: this rate is GST exclusive and is escalated in accordance with clause 7.2]	██████████ per GJ per Gas Day
Liquefaction Charge [Note: this rate is GST exclusive]	As calculated in accordance with clause 7.3.
Credit Support	Not applicable
Liability Cap	The Liability Cap in aggregate over the term is \$1,200,000



LNG Services Agreement
(AEMO)

Special Conditions

1. Role of AEMO

- (a) Nothing in this Agreement will oblige AEMO to grant or exercise any administrative or regulatory discretion, or otherwise fetter, constrain or otherwise impair the due exercise of any administrative or regulatory discretion exercisable by AEMO.
- (b) Anything which AEMO does, fails to do or purports to do pursuant to its statutory rights, duties, powers and functions conferred by or under any law will not be deemed to be an act or omission of AEMO under this Agreement.
- (c) Subject to paragraph (d), if, and to the extent of, any inconsistency between an obligation of AEMO under this Agreement and an obligation of AEMO under the National Gas Law or National Gas Rules or Wholesale Market Procedures (as defined in the National Gas Law), the obligation of AEMO under the National Gas Law, National Gas Rules and Wholesale Market Procedures (as defined in the National Gas Law) will prevail over the obligation of AEMO under this Agreement.
- (d) For the avoidance of doubt, anything that AEMO does, fails to do or purports to do pursuant to its statutory rights, duties, powers and functions conferred by or under any law will not affect AEMO's obligations under this Agreement including AEMO's obligation to pay the Charges in accordance with this Agreement.

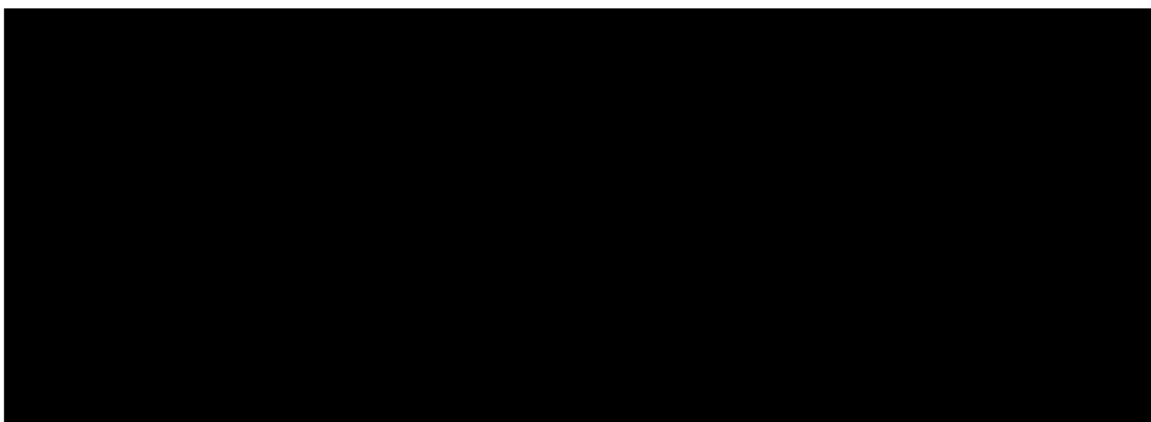


LNG Services Agreement
(AEMO)

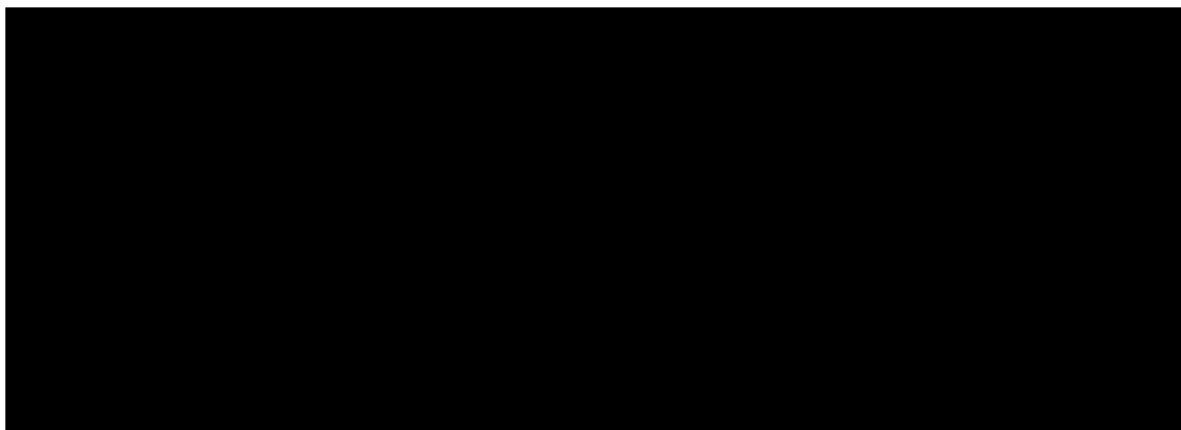
Signing page

EXECUTED as an agreement

Executed by **APA VTS Australia
(Operations) Pty Limited** by its Authorised
Representative:



Executed by **Australian Energy Market
Operator** by its Authorised
Representative:





LNG Services Agreement
(AEMO)

Standard Conditions contents

1.	Role of AEMO	4
1.	Definitions and interpretation	8
2.	Term	18
3.	APA'S obligations	18
4.	AEMO's capacity and stock	19
5.	LNG Services	21
6.	Ownership of facilities	24
7.	Charges	24
8.	Confidentiality	29
9.	Compliance with law	31
10.	Warranties	31
11.	Exclusions and limitations of APA'S liability	31
12.	Force Majeure Event	33
13.	Termination	34
14.	Assignment	36
15.	Dispute	37
16.	Change in nature of market	37
17.	Scope of agreement	38
18.	Prohibition, effectiveness and severability	38
19.	Notices	39
20.	Governing law	39



LNG Services Agreement

(AEMO)

21. Waiver	40
22. Costs	40
23. Further assurances	40
24. Counterparts	40
25. Attorneys	41
26. Other rights preserved	41
27. Entire agreement	41



LNG Services Agreement
(AEMO)

1. Definitions and interpretation

1.1 Definitions

In this agreement, unless the context otherwise requires:

Act means the *Gas Industry Act 2001* (Vic).

Additional Quantities has the meaning given in clause 5.5(b).

AEMO's LNG Stock means that LNG Stock held from time to time on account of AEMO by APA in the Storage Facility.

APA's Relevant Costs means costs incurred by APA or a Related Body Corporate of APA as a result of it owning or operating the LNG Storage Facility or any part of it, providing Services under this Agreement or facilitating AEMO to participate in relevant energy markets.

Authority means:

- (a) any national, federal, state, provincial, territory or local government (and all agencies, authorities, departments, ministers or instrumentalities or any of them);
- (b) any administrative body, judicial body, public tribunal, commission, corporation, authority, agency or instrumentality, which has jurisdiction or authority in respect of this agreement; and
- (c) without limiting or being limited by paragraphs (a) or (b), AER, AEMO, their successor or replacement entities and any other entities authorised under legislation from time to time to regulate, operate or administer the operations of gas pipelines, LNG storage facilities or gas markets.

BOC means BOC Limited (formerly BOC Gases Australia Limited) ACN 000 029 729.

BOC Agreement means the agreement between BOC and Gas Transmission Corporation Pty Ltd (the predecessor in title to APA) dated 17 May 1995 as amended or varied.

Business Day means a day other than Saturday, Sunday or a day that has been proclaimed to be a public holiday in the Melbourne metropolitan area.

Calendar Year means each period of 365 consecutive days commencing at the start of the Gas Day on 1 January, provided however, that any Calendar Year which contains a date of 29 February will consist of 366 consecutive days.



LNG Services Agreement
(AEMO)

Capacity Holders means a Market Participant or any other person that is a party to an LNG Services Agreement and is entitled to capacity in the Storage Facility at the relevant time, and includes AEMO.

Change in Law means a new Law or Impost, or a change to an existing Law or Impost, which:

- (a) takes effect after the date of this agreement; and
- (b) directly results in an increase or decrease in APA's Relevant Costs by more than a trivial amount,

except to the extent that it imposes new, or changes existing, income or capital gains taxes.

Charge means the Storage Charge, the Excess Quantity Charge and the Liquefaction Charge.

Consequential Losses means any of the following, however arising:

- (a) loss or damage which does not arise directly or naturally from a breach of this agreement;
- (b) indirect, incidental, special, remote or unforeseeable loss or damage;
- (c) direct or indirect loss of revenue, profit, income, bargain, opportunity or anticipated savings;
- (d) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or
- (e) direct or indirect loss or damage incurred or suffered by a third party,

but does not include loss or damage under (a) to (e) incurred or suffered as a result of Wilful Misconduct.

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

December Quarter means the period of 3 months beginning on 1 October of each Calendar Year.

Details means the section of this agreement headed "Details".

DWGM has the meaning given to the term "Market" in the DWGM Rules.



LNG Services Agreement
(AEMO)

DWGM Beginning of Gas Day Price, for a Gas Day, means the Market Price at the commencement of the Scheduling Horizon for that Gas Day.

DWGM Rules means the Declared Wholesale Gas Market Rules contained in Part 19 of the National Gas Rules.

Energy Legislation means:

- (a) the National Electricity Law; National Electricity Regulations and National Electricity Rules;
- (b) the National Gas Law; National Gas Regulations and National Gas Rules;
- (c) the National Energy Retail Law, National Energy Retail Regulations and National Energy Retail Rules;
- (d) any legislation applying any of the foregoing in a jurisdiction; and
- (e) any other statute or legislative instrument of the Commonwealth or a State or Territory providing for the establishment, operation or administration of a market for energy or an energy system; and
- (f) any instrument or procedure made under any of the foregoing.

Excess Quantity has the meaning given in clause 5.4(d).

Excess Quantity Charge:

- (a) in respect of LNG supplied by APA under clause 5.4(d)(ii) on a Gas Day, means the amount in dollars equal to the sum of:
 - (i) the average DWGM Beginning of Day Gas Price over the preceding 30 Gas Days plus a service fee of 20% of that average DWGM Beginning of Day Gas Price; *plus*
 - (ii) the Storage Rate \div 12,
 per GJ of LNG supplied by APA under clause 5.4(d)(ii);
- (b) for a month, is the aggregate of the Excess Quantity Charges for all Gas Days in that month.

Financial Adjustment means an adjustment in the amounts payable by AEMO to APA under this agreement, a lump sum payment of compensation or another form of adjustment for the Net Financial Effect resulting from a Change in Law and



LNG Services Agreement

(AEMO)

required to put APA and its Related Bodies Corporate in the position they would have been in had it not been for the Change in Law.

Force Majeure Event means any event or circumstance, or a combination of events or circumstances, which is beyond the reasonable control of a party, which by the exercise of due diligence that party is not reasonably able to prevent or overcome and which has the effect of preventing the party from performing an obligation under this Agreement, including (provided that they meet the foregoing criteria):

- (a) act of God, lightning, storm, flood, fire, earthquake or explosion;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- (d) the effect of any other applicable Laws, orders, rules or regulations of any government or other competent authority;
- (e) embargo, inability to obtain any necessary materials, equipment facilities, power or water shortage, lack of transportation;
- (f) significant pipeline breakage or significant breakdown of the Storage Facility and/or the BOC facility at Hammond Road, Dandenong; and
- (g) accident or other damage to machinery, pipeline, the Storage Facility, or the making of emergency repairs to such machinery, pipeline, or the Storage Facility; or
- (h) any other event beyond the reasonable control of APA which prevents or limits APA's performance of its obligations under this agreement,

but does not include lack of funds, however caused, or the inability to use available funds for any reason whatsoever and each party acknowledges that this alone does not constitute a Force Majeure Event.

Gas has the same meaning as in the Act.

GJ means gigajoules and has the meaning given in rule 202 of the National Gas Rules.

Gas Day means a "gas day" as defined in the DWGM Rules.



LNG Services Agreement
(AEMO)

Good Operating Practice means the exercise of that degree of skill, diligence and foresight consistent with the safe and prudent operation of an LNG storage facility and the vaporisation of LNG into natural gas:

- (a) that would be accepted by a significant proportion of the providers of services in Australia equivalent to the LNG Services provided under this agreement, under conditions comparable to those applicable to the parties, taking into account factors such as the relative size, function, age and technological status of each party's facilities and applicable Laws, regulations or codes and includes without limitation, the establishment and maintenance of an asset management and maintenance system; and
- (b) that would comply with any minimum standards applicable under this agreement and with applicable Law including the DWGM Rules.

Hourly Liability Cap means an amount per hour calculated in accordance with the following formula:

$$5 \times A \times (C-B) \div C$$

where:

- A** is the Storage Charge for a Gas Day (which is amount in dollars calculated by multiplying the Storage Rate by the Storage Capacity on that Gas Day);
- B** is the actual amount of LNG vaporised from the Storage Facility for AEMO (as a Capacity Holder) in respect of the relevant hour; and
- C** is the amount of LNG scheduled or directed by AEMO to be vaporised for AEMO in the relevant hour.

Impost means any royalty (whether based on value, profit or otherwise), tax, duty, excise, levy, fee, rate or charge, imposed by Law or by any Authority, however described.

Insolvency Event means the happening of any of the following events in relation to a party:

- (a) an application is made to a court for winding up order or such an order is made;
- (b) an application is made to a court for an order appointing a liquidator, or provisional liquidator, or one of them is appointed whether or not under an order;



LNG Services Agreement
(AEMO)

- (c) a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them other than for the purposes of a solvent reconstruction;
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent, or is otherwise wound up or dissolved;
- (e) a body corporate is or states that it is insolvent;
- (f) a body corporate is or makes a statement from which it may reasonably be deduced by the other party that the body corporate is, the subject of an event described in section 459C(2) or section 585 of the Corporations Act;
- (g) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator or controller is appointed to a body corporate;
- (h) a controller is appointed in respect of any part of the property of the body corporate;
- (i) either party becomes insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in such an event; or
- (j) anything having a substantially similar effect to any of the events specified in (a) to (i) above happens under any Law of any applicable jurisdiction.

Law means the common law (including equity), current and future Acts of the Parliament of the Commonwealth of Australia, or of the Parliament of the Jurisdiction, and related regulations, by-laws and other subordinate legislation, and the requirements of authorities.

Liquefaction Priority Rules means the rules set out in clause 5.3.

LNG has the same meaning as in the DWGM Rules.

LNG Services means the services set out in clause 5.1.

LNG Services Agreement means this agreement and any other agreement substantially in the form of this agreement between a Market Participant and APA.

LNG Stock means "LNG stock" as defined in the DWGM Rules.



LNG Services Agreement
(AEMO)

LNG Storage Capacity means "LNG storage capacity" as defined in the DWGM Rules.

LNG Storage Capacity Register means the register of LNG Storage Capacity entitlement required to be kept by rule 281(5) of the DWGM Rules.

Losses means all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description (including, without limitation, liabilities, losses, damages, costs or expenses arising under contract, tort (including negligence), at common law, in equity, under statute or otherwise) arising out of or connected with the LNG Services, this agreement or any breach by APA or AEMO of its obligations under this agreement.

Market Participant has the same meaning as in the DWGM Rules.

Market Price means "market price" as defined in the DWGM Rules.

National Gas Law means the *National Gas (Victoria) Law* applicable in Victoria in accordance with the *National Gas (Victoria) Act 2008* (Vic).

National Gas Rules has the same meaning as defined in the National Gas Law.

Net Financial Effect means the net financial effect of a Change in Law on APA's Relevant Costs, taking into account any offsetting benefits and adverse effects directly or indirectly connected to the Change in Law and costs which are otherwise reimbursable by AEMO to APA under this agreement.

Operating Schedule means "operating schedule" as defined in the DWGM Rules.

Regulatory Change has the meaning given in clause 16(a).

Related Bodies Corporate has the same meaning as in section 50 of the Corporations Act.

Scheduling Horizon means "scheduling horizon" as defined in the DWGM Rules.

Storage Capacity means the Storage Capacity specified in the Details where used in relation to AEMO as Capacity Holder, and where used in relation to a Capacity Holder other than AEMO, means the quantity of LNG Storage Capacity allocated to that other Capacity Holder.

Storage Charge:

- (a) for a Gas Day, means the amount in dollars calculated by multiplying the Storage Rate by the Storage Capacity on that Gas Day; and



LNG Services Agreement

(AEMO)

- (b) for a month, is the aggregate of the Storage Charges for each Gas Day in that month.

Storage Facility means APA's LNG storage facility situated at Dandenong, which is an "LNG storage facility" under the DWGM Rules.

Term means the period from the Commencement Date to the Termination Date, subject to early termination in accordance with this agreement.

Termination Date means the date specified in the Details.

Wilful Misconduct means an intentional breach of either a material provision of this agreement or of a Law in respect of a party's obligations under this agreement, committed with reckless disregard for the consequences and in circumstances where the party in breach knows or ought to know that those consequences would likely result from the breach, and which is not due to an honest mistake, oversight, error of judgement, accident or negligence.

Year means each period of 365 consecutive Gas Days commencing on the Commencement Date or the anniversary of the Commencement Date (as the case may be), provided that any period that includes a date of 29 February will be of 366 consecutive Gas Days.

1.2 Details

Subject to clause 1.1, terms used in the Details (such as **Commencement Date** and **Jurisdiction**) have the meaning set out in the Details.

1.3 Interpretation

In this agreement, unless the context requires otherwise:

- (a) headings are only for convenience and do not affect interpretations;
- (b) words in the singular include the plural and the other way around;
- (c) words of one gender include any gender;
- (d) if a word or phrase is defined, another grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression indicating a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a governmental agency;



LNG Services Agreement

(AEMO)

- (f) a reference to a party to this agreement includes that party's executors, administrators, successors and permitted assigns;
- (g) a promise or agreement of 2 or more persons binds them jointly and individually;
- (h) a promise or agreement in favour of 2 or more persons is for the benefit of them jointly and individually;
- (i) a reference to a paragraph, clause, sub-clause, party, annexure, attachment, exhibit or Schedule is a reference to a paragraph, clause or sub-clause of, and a party, annexure, attachment, exhibit and Schedule to, this agreement and a reference to this agreement includes any annexure, attachment, exhibit or Schedule;
- (j) a reference to a thing (including, but not limited to, a right) includes any part of that thing;
- (k) a reference to a right includes a remedy, power, authority, discretion or benefit;
- (l) a reference to a regulatory instrument, including legislation, code, rule and order includes any amendment to that regulatory instrument, any consolidation or replacement of it, and any subordinate legislation made under it;
- (m) a reference to an agreement other than this agreement includes an undertaking, agreement, deed or legally enforceable arrangement or understanding, whether or not in writing;
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (o) examples are descriptive only and not exhaustive;
- (p) a provision of this agreement must not be construed against a party solely because the party was responsible for preparing this agreement or that provision;
- (q) a reference to a body, other than a party to this agreement (including, but not limited to, an association, authority, corporation, body corporate or institution), whether statutory or not:
 - (i) which ceases to exist;



LNG Services Agreement

(AEMO)

(ii) is reconstituted, renamed or replaced; or

(iii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which serves substantially the same purposes or has the same powers or functions;

(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(s) where the day on or by which something must be done is not a Business Day, that thing must be done on or by the next Business Day.

1.4 Standards

In this agreement, terminology used to describe units is, unless otherwise stated, in accordance with:

(a) Australian Standard AS ISO- 1000 - 1998 'The International System of Units (SI) and its Application'; and

(b) the Commonwealth Weights and Measures (National Standard) Amendment Act 1984 No. 77 and regulations made under that act.

1.5 Inconsistency

If any provision in this agreement is necessarily inconsistent with any provision of the DWGM Rules, the DWGM Rules prevail to the extent of the inconsistency provided that the provisions in this agreement are otherwise to be given full force and effect.

1.6 Enforcement Rights

The rights of the parties under this agreement must be construed as being subject to and limited by Chapter 5 of the Corporations Act.

1.7 Special Conditions

The Special Conditions (if any) form part of the main body of this agreement.

1.8 Precedence

To the extent of any inconsistency between the Details, the Special Conditions and the Standard Conditions, the following order of precedence applies:

(a) Details;



LNG Services Agreement

(AEMO)

(b) Special Conditions; and

(c) Standard Conditions.

1.9 Rounding

In this agreement:

(a) all quantities in GJ are rounded to the nearest whole GJ;

(b) rates or tariffs for the purposes of calculating the Charges are rounded to 6 decimal places; and

(c) all invoicing amounts are rounded to 2 decimal places.

2. Term

2.1 Commencement

(a) All clauses of this agreement except clauses 1, 3, 4, 5, 7.4 and 11 come into full force and effect on the date of this agreement.

(b) Clauses 1, 3, 4, 5, 7.4 and 11 of this agreement come into full force and effect on and from the start of the Gas Day on the Commencement Date.

2.2 Termination

Subject to earlier termination of this agreement under clause 13, this agreement expires on the Termination Date.

3. APA'S obligations

(a) Subject to:

(i) AEMO and other Capacity Holders complying with their respective obligations regarding the Storage Facility under the DWGM Rules; and

(ii) AEMO complying with this agreement in all material respects,

APA agrees to supply the LNG Services in accordance with this agreement.

(b) APA must operate and maintain the Storage Facility and perform the LNG Services to the standard of and in accordance with Good Operating Practice.



LNG Services Agreement
(AEMO)

4. AEMO's capacity and stock

4.1 Entries in LNG Storage Capacity Register

During the Term, APA must maintain the following information in the LNG Storage Capacity Register in respect of AEMO:

- (a) the Storage Capacity; and
- (b) the quantity of AEMO's LNG Stock.

4.2 Opening AEMO's LNG Stock

As at the start of the first Gas Day of the Term, the quantity of AEMO's LNG Stock to be recorded by APA in the LNG Storage Capacity Register will be the lesser of:

- (a) the quantity of AEMO's LNG Stock (if any) immediately prior to the start of the first Gas Day of the Term; and
- (b) the Storage Capacity.

If AEMO's LNG Stock immediately prior to the start of the first Gas Day of the Term is greater than the Storage Capacity, then APA will vaporise the excess in accordance with clause 5.4.

4.3 AEMO's LNG Stock

- (a) In the absence of manifest error, the quantity of AEMO's LNG Stock at any time (whether before or after the Commencement Date) is the quantity as recorded in the LNG Storage Capacity Register.
- (b) If an error in the LNG Storage Capacity Register is identified, APA must correct the relevant information in LNG Storage Capacity Register as soon as reasonably practicable.

4.4 Storage Capacity

If, at any time after the Commencement Date, APA becomes aware that the aggregate quantity of LNG Storage Capacity (in GJ) in the Storage Facility allocated to all Capacity Holders other than AEMO (**Aggregate Storage Capacity**) may be or is going to increase or decrease:

- (a) APA will notify AEMO of:



LNG Services Agreement

(AEMO)

- (i) the quantity by which the Aggregate Storage Capacity is going to increase or decrease (as applicable) (**ASC Change Quantity**); and
 - (ii) the date on which the increase or decrease (as applicable) to the Aggregate Storage Capacity will take effect (**ASC Change Date**),

as soon as practicable prior to the ASC Change Date; and
- (b) following receipt of notification by APA under paragraph (a), AEMO will use reasonable endeavours to notify APA within 14 days that:
 - (i) it accepts the ASC Change Quantity, in which case the Storage Capacity allocated to AEMO will be:
 - (A) where the Aggregate Storage Quantity will increase, decreased; and
 - (B) where the Aggregate Storage Quantity will decrease, increased,

on and from the ASC Change Date (or another date agreed by APA and AEMO) by a quantity equal to the ASC Change Quantity; or
 - (ii) it does not accept the ASC Change Quantity, in which case the Storage Capacity allocated to AEMO will remain as it was at the date of APA's notice under paragraph (a); or
 - (iii) it:
 - (A) intends to change its Storage Capacity by another quantity; and
 - (B) has notified Market Participants of a change in the DWGM which necessitates a change to its Storage Capacity by that other quantity,

in which case, on and from the ASC Change Date (or another date agreed by APA and AEMO), the Storage Capacity allocated to AEMO will be increased or decreased (as applicable) by the quantity set out in AEMO's notice; and
- (c) if AEMO fails to respond to APA's notice under paragraph (a) within the period required by paragraph (b), AEMO will be deemed to have not accepted the ASC Change Quantity and the Storage Capacity will be unchanged.



LNG Services Agreement
(AEMO)

5. LNG Services

5.1 LNG Services

APA must, subject to this agreement and in accordance with the DWGM Rules:

- (a) make the Storage Facility available and store LNG for AEMO to the extent of the Storage Capacity;
- (b) unless otherwise instructed by AEMO, instruct BOC to liquefy Gas into the LNG Storage Facility in accordance with the BOC Agreement. Subject to the BOC Agreement, APA will instruct BOC to commence liquefaction the day following vaporisation of AEMO's LNG Stock pursuant to clause 5.4;
- (c) allocate LNG to AEMO in accordance with clause 5.3;
- (d) vaporise LNG from the Storage Facility in accordance with clause 5.4; and
- (e) allocate the vaporised LNG to AEMO in accordance with clause 5.5 and any directions given by AEMO.

5.2 Liquefaction

APA's obligations under clause 5.1 to instruct liquefaction of Gas and to allocate LNG are subject to AEMO making available to APA at the Storage Facility a corresponding quantity of Gas in accordance with the DWGM Rules, the Wholesale Market Procedures (as defined in the National Gas Law) or the National Gas Law.

5.3 Liquefaction Priority Rules

- (a) APA will allocate any LNG supplied by BOC into the Storage Facility in the following descending order of priority.

- Priority 1:** APA BOC account up to the account capacity
- Priority 2:** APA operational account up to the account capacity
- Priority 3:** Market Participants to the extent they hold any unused Storage Capacity
- Priority 4:** AEMO to the extent it holds any unused Storage Capacity



LNG Services Agreement

(AEMO)

- (b) On each Gas Day, APA will first fully exhaust all requests of the highest priority before proceeding to fulfil requests of next level of priority in accordance with the order of priority set out in paragraph (a).
- (c) If, on a Gas Day, there is insufficient liquefaction capacity to fulfil all requests of a level of priority (having fulfilled all requests of a higher priority), then the remaining liquefaction capacity will be allocated to requests of the level of priority on a pro rata basis (in proportion to each requesting participant's used Storage Capacity of that priority level).

5.4 Vaporisation

- (a) Subject to paragraphs 5.4(b) and 5.4(c), on a Gas Day, APA must vaporise quantities of LNG from the Storage Facility in accordance with:
 - (i) the scheduling instructions it receives from AEMO in accordance with rule 284(2) of the DWGM Rules;
 - (ii) a direction from AEMO under section 91BC of the National Gas Law; or
 - (iii) any other procedures agreed between APA and AEMO from time to time,

on a firm basis and without interruption, except as permitted by this agreement.
- (b) Where the scheduling instructions or direction APA receives under paragraph 5.4(a)(i) and 5.4(a)(ii) are for the vaporisation of quantities of LNG which are outside of the operating parameters of the Storage Facility, APA will use reasonable endeavours to comply with the scheduling instructions and direction.
- (c) Notwithstanding anything else contained in this agreement, APA is not obliged to vaporise a quantity of LNG in aggregate in excess of 100 tonnes per hour.
- (d) If, in relation to a Gas Day, APA receives instructions or a direction from AEMO to vaporise, on account of AEMO, a quantity of LNG in excess of AEMO's LNG Stock (**Excess Quantity**), then:
 - (i) AEMO is deemed to have offered to purchase from APA a quantity of LNG up to the Excess Quantity;
 - (ii) APA may vaporise a quantity of LNG (not exceeding the Excess Quantity) in excess of AEMO's LNG Stock; and



LNG Services Agreement

(AEMO)

- (iii) if APA vaporises LNG under paragraph 5.4(d)(ii), then in addition to complying with its obligations under clause 7, AEMO must pay to APA the applicable Excess Quantity Charge.

5.5 Vaporisation allocations

Allocations of vaporised quantities of natural gas and LNG will be performed by APA on a Gas Day on the following basis:

- (a) LNG vaporisations will be allocated in accordance with the final AEMO daily Operating Schedule.
- (b) In the event that AEMO directs APA under section 91BC of the National Gas Law to vaporise quantities of natural gas and LNG in excess of quantities the subject of bids received by AEMO from Market Participants on that Gas Day (**Additional Quantities**), vaporised Additional Quantities will be allocated:
 - (i) First – to the Capacity Holders, other than AEMO, pro rata on the basis of their respective Storage Capacities, up to their respective LNG Stocks; and
 - (ii) Second – to AEMO once the Capacity Holders' LNG Stock is exhausted.

5.6 Allocation agent

AEMO authorises APA to act as the allocation agent on behalf of AEMO in relation to Gas receipts and withdrawals from the Storage Facility.

5.7 Maintenance

If APA believes that it is necessary to carry out works, repairs or maintenance on or affecting the Storage Facility and:

- (a) APA uses reasonable endeavours to carry out such works, repairs or maintenance so as to minimise, so far as is practicable, disruption to the LNG Services to AEMO; or
- (b) such works, repairs or maintenance are required to:
 - (i) protect the operational integrity or safe operation of the Storage Facility; or
 - (ii) comply with any applicable Laws, rules, regulations or directions of any government or other competent authority,



LNG Services Agreement (AEMO)

APA may, subject to AEMO's approval in accordance with the National Gas Rules including the Wholesale Market Maintenance Planning Procedures (Victoria) and without liability to AEMO, suspend the provision of any part of the LNG Services to AEMO to the extent necessary to carry out the works, repairs or maintenance, provided that APA gives AEMO as much notice of any expected suspension as is reasonably practicable.

6. Ownership of facilities

AEMO does not acquire any right to, title to, or interest in the Storage Facility or any part of it pursuant to this agreement.

7. Charges

7.1 Manner of Determining Charges

As from the Commencement Date, AEMO must pay to APA each month:

- (a) the Liquefaction Charge;
- (b) the Storage Charge;
- (c) the Excess Quantity Charge; and
- (d) any other amount payable by AEMO to APA under this agreement.

7.2 Annual escalation of Storage Rate

On 1 February 2022 and each subsequent 1 February, the Storage Rate will be adjusted in accordance with the following formula:

$$FC_{new} = FC_{prev} \times \left(\frac{CPI_{new}}{CPI_{prev}} \right)$$

where:

FC_{new} means the Storage Rate in the Year following escalation under this clause 7.2;

FC_{prev} means the Storage Rate under this agreement, immediately prior to escalation under this clause 7.2;

CPI_{new} means the CPI for the December Quarter ending 1 month prior to the date as at which the calculation is made;



LNG Services Agreement (AEMO)

CPI_{prev} means the CPI for the December Quarter ending 13 months prior to the date as at which the calculation is made; and

CPI means the Australian Bureau of Statistics Consumer Price Index (All Groups, Weighted Average of Eight Capital Cities),

unless CPI_{new} is less than CPI_{prev} in which case the Storage Rate remains unchanged as at the date of calculation.

7.3 Liquefaction Charge

- (a) The Liquefaction Charge, for each month, means the amount in dollars calculated as follows:

$$LC = (A \times 1.05) \times (B \div C)$$

where:

- LC** is the Liquefaction Charge for the month
 - A** is the amount, in \$/GJ equivalent, of all costs and charges invoiced by BOC to APA under the BOC Agreement directly relating to the liquefaction of Gas in connection with that month (unless otherwise recovered under this agreement)
 - B** is the amount of LNG liquefied in the month on behalf of AEMO (including any LNG liquefied to replace LNG supplied by APA under clause 5.4(d)(ii))
 - C** is the total amount of LNG liquefied in the month on behalf of all Capacity Holders
- (b) APA will provide AEMO with an estimate of the Liquefaction Charge prior to the Commencement Date and will advise AEMO of the changes to the Liquefaction Charge as soon as reasonably practical after they occur.
- (c) AEMO may at all reasonable times, by giving reasonable prior written notice to APA, request evidence substantiating APA's calculation of the Liquefaction Charge to AEMO's reasonable satisfaction. APA will, where possible, provide supporting documentation to AEMO, however for the avoidance of doubt, nothing in this clause 7.3(c) requires APA to disclose information which is confidential pursuant to the BOC Agreement.
- (d) If there is a change in the inputs, index or basis for calculating "A" in clause 7.3(a) above, APA will advise AEMO of the new \$/GJ rate for "A" as soon as reasonably possible.



LNG Services Agreement
(AEMO)

7.4 Billing and Payment

- (a) On or before the 2nd day of each month, APA will invoice AEMO for the Storage Charge, Excess Quantity Charge and Liquefaction Charge payable by AEMO in respect of the preceding month.
- (b) AEMO must pay the invoices issued under paragraph (a) by the later of:
 - (i) 10 Business Days after receipt by AEMO;
 - (ii) 14 days after receipt by AEMO; and
 - (iii) the end of the month in which AEMO received the invoice.
- (c) If AEMO disputes an invoice, AEMO may, at any time within the period set out in paragraph (b), notify APA that it disputes the invoice, identifying the disputed amount and giving reasons why it disputes the invoice. AEMO must pay the undisputed amount when it is due. The parties agree to meet in good faith and to use all reasonable endeavours to resolve the dispute. Upon resolution of the dispute, AEMO must promptly pay any amounts which it has been determined that it is liable to pay.
- (d) If at any time a party claims that AEMO has been overcharged or undercharged, then the parties will agree to meet in good faith to determine the amount of the overcharging or undercharging (as the case may be). The party liable to pay the agreed amount must pay that amount within 10 days of that amount being determined.
- (e) A party liable to make a payment under this agreement must also pay interest on any undisputed unpaid sum for the period from the date the payment is due to the date of payment at a rate equal to the aggregate of 2% and the Westpac Banking Corporation's overdraft rate applicable at that time. Interest accrues on daily balances and is payable on demand.

7.5 GST

- (a) Notwithstanding any other provision in this agreement, if a party (**Supplier**) makes a supply to another party (**Recipient**) under or in connection with this agreement on which GST is imposed (except where the supply is specifically described in this agreement as 'GST Inclusive'):
 - (i) the consideration payable or to be provided for that supply under this agreement but for the application of this clause (**GST Exclusive Consideration**) is increased by, and the Recipient must also pay to



LNG Services Agreement (AEMO)

the Supplier, an amount equal to the GST payable by the Supplier on that supply; and

- (ii) the amount by which the GST Exclusive Consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided and the Supplier must provide the Recipient with a Tax Invoice with respect to such supply.

- (b) Words or expressions used in this clause 7.5 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 7.5.

7.6 Reimbursements (net down)

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.

7.7 Carbon Costs

- (a) This clause applies if APA or a Related Body Corporate of APA incurs any Carbon Costs in respect of the services to be provided by APA under this agreement or APA's business operations insofar as they relate to those services.
- (b) In addition to any other amounts due or payable to APA under this agreement, AEMO must pay to APA all Carbon Costs incurred by APA or a Related Body Corporate of APA directly related to the services provided by APA under this agreement or APA's business operations insofar as they directly relate to those services, as reasonably determined and apportioned by APA.
- (c) APA must:
 - (i) include in each invoice to AEMO; and
 - (ii) provide to AEMO information to AEMO's reasonable satisfaction substantiating,

the amount of the costs, charges and expenses determined and apportioned by APA under paragraph 7.7(b).

- (d) For the purposes of this clause 7.7:



LNG Services Agreement
(AEMO)

Carbon Costs means:

- (i) the costs APA (or a Related Body Corporate) incurs in meeting any obligation imposed on APA by any Carbon Scheme or variation of the Carbon Scheme from time to time;
- (ii) the costs of any permits to be surrendered or applied under a Carbon Scheme by APA (or a Related Body Corporate);
- (iii) the costs of APA (or a Related Body Corporate) incurred as a result of a new or varied tax or tax credit under the Carbon Scheme;
- (iv) the costs of APA (or a Related Body Corporate) undertaking activities to abate or sequester greenhouse gas emissions to avoid or reduce an obligation under a Carbon Scheme; and
- (v) similar or related costs that APA (or a Related Body Corporate) is required to pay to another person under a contract,

to the extent that cost is incurred in respect of the exploration, extraction storage, use, recovery, production, transportation, consumption, supply or sale of Gas in connection with this Agreement.

Carbon Scheme means any Law or regulation of the Commonwealth of Australia or of a State or Territory of Australia or any requirement or condition of a licence, permit, governmental consent or approval with respect to the production or emission of, or to reduce, limit, cease, prevent or offset, greenhouse gas emissions, including without limitation any carbon pricing mechanism.

7.8 Change in Law

- (a) The parties must, in accordance with this clause 7.8, make a Financial Adjustment based on the Net Financial Effect experienced by APA or a Related Body Corporate as a consequence of any Change in Law.
- (b) If a Change in Law occurs, APA must give written notice (**Change in Law Notice**) to AEMO of:
 - (i) details of the Change in Law and its effect on APA's Relevant Costs;
 - (ii) APA's estimate of the Net Financial Effect of complying with the Change in Law; and
 - (iii) the timing and details of APA's proposed Financial Adjustment.



LNG Services Agreement

(AEMO)

- (c) APA's proposed Financial Adjustment under paragraph (b)(iii) applies unless:
 - (i) the parties otherwise agree; or
 - (ii) AEMO objects in writing within 20 Business Days of the date of the Change in Law Notice, in which case the matter is deemed to be a dispute referred by AEMO for resolution in accordance with clause 15 and the date of the objection is deemed to be the date of the Dispute Notice for that purpose.
- (d) APA must use reasonable endeavours to mitigate any increase in APA's Relevant Costs arising from any Change in Law.

8. Confidentiality

8.1 No Disclosure

This agreement and all information exchanged between the parties under this agreement is confidential to them and may not be disclosed to any person except:

- (a) the disclosure, use or reproduction of information if the relevant information is at the time generally and publicly available other than as a result of breach of confidence by the party who wishes to disclose, use or reproduce the information or any person to whom that party has disclosed the information;
- (b) the disclosure of information by a party (or by a person to whom that party has disclosed the information) to:
 - (i) an employee or officer of the party or a Related Body Corporate of the party; or
 - (ii) a legal or other professional adviser, auditor or other consultant of the party or a Related Body Corporate of the party,

who requires the information for the purposes of this agreement, or for the purpose of advising the party in relation to this agreement;

- (c) the disclosure of information by a party to a Related Body Corporate for the purposes of good corporate governance of the corporate group of which it is a member;
- (d) the disclosure, use or reproduction of information with the consent of the person or persons who provided the relevant information;



LNG Services Agreement

(AEMO)

- (e) the disclosure, use or reproduction of information to the extent required by Law or by a lawful requirement of:
 - (i) any government authority having jurisdiction over a party or its Related Bodies Corporate; or
 - (ii) any stock exchange having jurisdiction over a party or its Related Bodies Corporate;
- (f) the disclosure, use or reproduction of information if strictly and necessarily required in connection with legal proceedings, arbitration, expert determination or other dispute resolution mechanism relating to this agreement or for the purpose of advising a person in relation thereto;
- (g) the disclosure, use or reproduction of information which is trivial in nature;
- (h) the disclosure of information which is required to protect the safety of personnel or equipment;
- (i) the disclosure, use or reproduction of information by or on behalf of a party to the extent reasonably required in connection with the party's financing arrangements (as the case may be), investment in a party or a disposal of a party's assets;
- (j) the disclosure of information to any regulatory authority having jurisdiction over a party, pursuant to the DWGM Rules or otherwise;
- (k) the disclosure, use or reproduction of information of an historical nature in connection with the preparation and giving of reports under the DWGM Rules;
- (l) the disclosure, use or reproduction of information as an unidentifiable component of an aggregate sum; or
- (m) the disclosure by AEMO in relation to AEMO's participant fees and preparation and publication of AEMO's budget under the National Gas Law.

8.2 Disclosure to Certain Parties

In the case of a disclosure under clauses 8.1 (b), 8.1 (c), 8.1 (f) or 8.1 (i) prior to making the disclosure the party who wishes to make the disclosure must inform the proposed recipient of the information that it is confidential information and must take appropriate precautions to ensure that the recipient keeps the information



LNG Services Agreement
(AEMO)

confidential in accordance with the provision of this clause 8 and does not use the information for any purpose other than that permitted under clause 8.1.

9. Compliance with law

The parties must comply with all applicable Laws including the DWGM Rules in the exercise of their rights and the performance of their obligations under this agreement.

10. Warranties

Rights Necessary to Supply the LNG Services

APA represents and warrants that as at the date of this agreement and for the Term of this agreement it has all rights necessary to supply the LNG Services.

11. Exclusions and limitations of APA'S liability

11.1 Non-excludable conditions

- (a) This clause 11 does not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010*) where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any part of this clause to be void.
- (b) APA excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void.

11.2 Consequential Losses

To the extent permitted by Law:

- (a) each party excludes any and all liability for Consequential Losses; and
- (b) each party releases and holds the other party harmless from and against any and all liability for Consequential Losses.

The exclusions of liability in this clause 11.2 do not apply to AEMO's liability for any Charges, Carbon Costs or other payments pursuant to clause 7.



LNG Services Agreement

(AEMO)

11.3 Limitation of liability for APA's Losses

- (a) Subject to clause 11.3(e), to the extent permitted by Law:
 - (i) APA's liability for Losses is limited in the manner set out in paragraphs 11.3(b), (c) and (d) below; and
 - (ii) AEMO releases and holds APA harmless from and against any and all liability in excess of the limits set out in paragraphs 11.3(b), (c) and (d) below.
- (b) Subject to clause 11.3(e), APA shall have no liability for any Losses where:
 - (i) APA has complied with Good Operating Practice in performing the LNG Services; or
 - (ii) BOC fails to liquefy Gas into the Storage Facility in accordance with the BOC Agreement.
- (c) Subject to clause 11.3(e), APA's aggregate liability to AEMO in respect of this agreement for Losses shall not exceed the Liability Cap.
- (d) Subject to paragraph (c) and clause 11.3(e), to the extent that any Losses are caused by APA's failure to provide the LNG Services in accordance with this agreement, APA's liability to AEMO in respect of any hour during which APA fails to provide those services is limited to the Hourly Liability Cap.
- (e) APA is liable for all Losses suffered or incurred by AEMO in connection with APA's Wilful Misconduct and liability for all such Losses is not limited.

11.4 AEMO's liability

- (a) AEMO shall have no liability to APA for any Losses suffered by APA to the extent that AEMO did not cause or contribute to those Losses.
- (b) Subject to clause 11.4(c), AEMO shall have no liability to APA for any Losses suffered by APA to the extent that the Losses was caused or contributed to as a result of AEMO's exercising or not exercising a function or power under Energy Legislation.
- (c) Anything that AEMO does, fails to do or purports to do pursuant to its statutory rights, duties, powers and functions conferred by or under any Energy Legislation will not affect AEMO's obligations under this Agreement including AEMO's obligation to pay the Charges in accordance with this Agreement.



LNG Services Agreement

(AEMO)

- (d) This Agreement does not vary or exclude the operation of any provision in Energy Legislation that limits or excludes the liability of AEMO.

12. Force Majeure Event

12.1 General Position

Subject to clause 12.2, non-performance by a party of any obligation or condition required by this agreement to be performed by that party due to a Force Majeure Event affecting that party:

- (a) will be excused during the time and to the extent that performance is prevented, wholly or in part, by a Force Majeure Event; and
- (b) will not to that extent give rise to any liability to the other party for any losses or damages arising out of, or in any way connected with such non-performance.

12.2 Payment or Notification

- (a) Subject to clause 12.2(b) and compliance with clause 12.3, a Force Majeure Event will not relieve a party from liability to pay monies due to the other party (including AEMO's obligation to pay the Charges) or to give any notice which may be required to be given pursuant to this agreement.
- (b) AEMO is not liable to pay the Storage Charge or Carbon Costs for any Gas Day or part of a Gas Day during the period of a Force Majeure Event affecting APA.

12.3 Actions Taken in the Case of a Force Majeure Event

Subject to clause 12.4, if either party seeks relief from performance of an obligation or condition under this agreement due to a Force Majeure Event, the party must:

- (a) as soon as reasonably practicable after becoming aware of the Force Majeure Event, give notice to the other party of the occurrence of the event or circumstance claimed to be a Force Majeure Event;
- (b) as soon as reasonably practicable but in any event within 2 Business Days of becoming aware of the Force Majeure Event, give notice to the other party of:
 - (i) full particulars relating to the event or circumstances and the cause of such failure to perform; and



LNG Services Agreement

(AEMO)

- (ii) an estimate of the period of time required to remedy such failure to perform;
- (c) exercise reasonable efforts to mitigate or remove the effects of the event or circumstance but excluding any measures which are not commercially feasible for that party; and
- (d) give notice immediately to the other party upon termination of the event or circumstance of the Force Majeure Event.

12.4 Industrial Disturbance

Neither party will, by virtue of clause 12.3, be required against the will of such party, to adjust or settle any strike, lockout or other industrial disturbance.

12.5 Termination for prolonged Force Majeure Event

If a party invokes this clause 12 and the same Force Majeure Event prevents or inhibits the performance of any obligation or condition required to be performed under this agreement for a period of 12 months then the parties must consult to decide what action should be taken to carry out the intentions of this agreement. If the parties are unable to agree within 7 days of the expiry of that 12 month period that the Force Majeure Event can reasonably be resolved, then either party may terminate this agreement by giving to the other not less than 2 months prior written notice to that effect. From the date termination takes effect neither party is under any further obligation to the other in respect of matters arising after that time.

13. Termination

13.1 Defaults may lead to Termination

- (a) Where:
 - (i) a party defaults in due and punctual payment of any money at the time and in the manner prescribed under this agreement;
 - (ii) a party defaults in the performance of any of its other material promises or obligations under this agreement; or
 - (iii) there is an Insolvency Event in relation to a party,

then that party is in default and the non-defaulting party may at its option at any time after becoming aware of any such default, give written notice to the defaulting party stating:



LNG Services Agreement

(AEMO)

- (iv) it intends to terminate this agreement; and
 - (v) the cause for terminating this agreement.
- (b) The defaulting party has 20 Business Days after the service of that notice in which to remedy or remove the cause or causes stated in the notice for terminating this agreement.
- (c) If within those 20 Business Days, the defaulting party does remove or remedy the cause or causes:
 - (i) the notice of default is deemed to be withdrawn; and
 - (ii) this agreement will continue in full force and effect.
- (d) If at the end of those 20 Business Days, the defaulting party does not so remedy or remove the cause or causes, then the non-defaulting party may immediately terminate this agreement by further notice in writing.

13.2 Effects of Termination

- (a) The termination rights set out in this clause are in addition to and not in substitution for any other rights and remedies available to the parties (including any rights and remedies which but for the inclusion of this clause would not have been available to the parties whether pursuant to this agreement, at Law, in equity or otherwise).
- (b) Notwithstanding any other provision of this agreement, clauses 1, 11, 13.3, 15, 17, 18, 19, 20 and 21 continue to apply following termination or expiry of this agreement.
- (c) Notwithstanding any other provision of this agreement, clause 8 continues to apply following termination or expiry of this agreement for a period of 5 years.

13.3 Accrued rights and remedies

Termination of this agreement will be without prejudice to any accrued rights or remedies of either party as at the date of termination.

13.4 AEMO's rights after termination

- (a) If, upon termination of this agreement under clause 2.2 or 13.1, AEMO's LNG Stock exceeds zero (0), then without limiting any other rights of AEMO in respect of AEMO's LNG Stock, APA will allow AEMO 20 Business Days after



LNG Services Agreement

(AEMO)

the termination of this agreement to transfer AEMO's LNG Stock out of the Storage Facility or transfer to another party for storage in the Storage Facility; and

- (b) If, 20 Business Days after the termination of this agreement, AEMO does not transfer AEMO LNG Stock out of the Storage Facility, APA will take charge of AEMO's LNG Stock at APA's sole discretion and at no cost to APA.

13.5 Transfer of AEMO functions

- (a) AEMO may terminate this Agreement at any time without charge by notice if AEMO ceases to be responsible for functions in relation to the operation of the declared transmission system or the declared wholesale gas market (as set out in the National Gas Law and National Gas Rules).
- (b) For the avoidance of doubt, APA cannot terminate this Agreement due to the transfer of the rights and obligations of AEMO under this Agreement to a company incorporated under the Corporations Act, to which the business, affairs and assets of AEMO are assigned, and which company undertakes the AEMO functions in relation to the operation of the declared transmission system or the declared wholesale gas market (as set out in the National Gas Law and National Gas Rules).

14. Assignment

14.1 Assignment generally

- (a) Subject to paragraph 14.1(b), a party may not assign or otherwise transfer ('assign') its rights or obligations under this agreement except where it has the other party's written consent, which consent will not be unreasonably withheld where the assignee:
 - (i) is technically and financially capable of performing the assigned rights or obligations; and
 - (ii) covenants in favour of the non-assigning party to be bound by the terms of this agreement.
- (b) If APA sells the Storage Facility to a third party, it may assign its rights and obligations under this agreement without the consent of AEMO, provided that the third party covenants to AEMO's that it will be bound by the terms of this agreement.



LNG Services Agreement (AEMO)

14.2 Assignment not restricted on securities

Nothing in this clause prevents either party from pledging, mortgaging, encumbering or assigning by way of security its rights under this agreement, provided that the chargee or mortgagee must acknowledge in writing to the other party that upon it realising its charge or mortgage, it will be bound by the terms of this agreement.

15. Dispute

- (a) If a dispute arises in respect of this agreement, a party must not commence legal proceedings in relation to the dispute (except proceedings seeking interlocutory relief) unless and until it complies with the procedures set out in this clause 15.
- (b) A party may refer a dispute for resolution under this clause 15 by written notice to the other parties (**Dispute Notice**).
- (c) The following representatives of the parties must promptly meet on a without prejudice basis to endeavour to resolve the dispute:
 - (i) the Representatives of the parties set out in the Details (or their nominee), within 10 Business Days of the date of the Dispute Notice; and
 - (ii) failing resolution under paragraph (i), a more senior representative of each party, within a further 10 Business Days.
- (d) The parties must act in good faith and use reasonable endeavours to resolve the dispute in all meetings conducted in accordance with paragraph (c).
- (e) Paragraph (a) ceases to apply to the dispute if another party fails to participate in the procedures set out in this clause 15.
- (f) Despite the existence of a dispute, the parties must continue to perform their obligations under this agreement.

16. Change in nature of market

- (a) If the DWGM Rules, the National Gas Rules or the Act are changed in a way that materially affects the operation of any provision of this agreement (**Regulatory Change**), the parties will renegotiate in good faith, any terms of this agreement which are no longer operational, or no longer operate as originally intended by the parties.



LNG Services Agreement

(AEMO)

- (b) From the occurrence of the Regulatory Change to the date upon which any renegotiation referred to in paragraph (a) comes into effect:
 - (i) nothing in this agreement obliges APA to provide LNG Services, or provide LNG Services in a manner or upon terms, that would place APA in breach of the Law; and
 - (ii) APA will not be liable AEMO for any act or omission in breach of this agreement if the act or omission is required by, or reasonably incidental to ensure APA's compliance with, the Regulatory Change, provided that APA acts in good faith and treats like Capacity Holders equitably.

17. Scope of agreement

17.1 Variation or departure to be in writing

To be of force or effect:

- (a) any variation, modification or waiver of any provision of the agreement; or
- (b) consent to any departure by any person from any provisions of this agreement,

must be consistent with the DWGM Rules and must be confirmed in writing and signed by the parties.

18. Prohibition, effectiveness and severability

18.1 Prohibition and Effectiveness

Any provision of, the application of any provision of, or the exercise of any right, power, authority, discretion or remedy ('power') under or in respect of this agreement which is prohibited in any jurisdiction:

- (a) is, in that jurisdiction, ineffective only to the extent of that prohibition; and
- (b) does not affect the effectiveness of that provision or power in any other jurisdiction or of the remaining provisions or powers in that or any other jurisdiction.

18.2 Severability

- (a) Each provision in this agreement will be read down to the extent necessary to ensure that this agreement is effective to the greatest possible extent.



LNG Services Agreement

(AEMO)

- (b) If, notwithstanding clause 18.2(a) a provision of this agreement is still ineffective:
 - (i) if the provision would be effective if a word or words were deleted, that word or those words must be deleted; and
 - (ii) in any other case, the whole provision must be deleted,and the remaining provisions must be construed and applied so as to be effective to the greatest possible extent.

19. Notices

19.1 Service

A notice, demand, consent or other communication (**Notice**) given or made under this agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number, or email address, set out in clause 19.2 or the address, fax number or email address (as applicable) last notified by the intended recipient to the sender after the date of this agreement; and
- (c) is duly served, given or made when delivered, received or left at the fax number, address or email address referred to in paragraph (b). If delivery occurs on a day which is not a business day in the place to which the Notice is sent or is later than 4 pm at that place, the Notice is taken to be duly served, given or made at the commencement of business on the next business day in that place.

19.2 Address for notices

Unless otherwise notified by the party, each party's address for notices is the address set out at the front of this agreement.

20. Governing law

20.1 Victorian Law

This agreement must be read and construed according to the laws of Victoria. The parties submit to the jurisdiction of the courts of Victoria and of any courts having jurisdiction to hear appeals from those courts in any matter arising out of:



LNG Services Agreement

(AEMO)

- (a) this agreement; or
- (b) any alleged breach of any of the terms of this agreement.

20.2 Service of Notices

Without preventing any other mode of service, any document in an action (including, but not limited to any writ of summons or other originating process, any notice initiating any arbitral process or any third party notice) may be served on any party by it being delivered to or left for that party at its address for service of notices under clause 19 of this agreement.

21. Waiver

The failure of a party at any time to insist on performance of any obligation under this agreement of the other party is not a waiver of its rights:

- (a) to insist on performance of, or claim damages for breach of, that obligation; or
- (b) at any other time to insist on performance of that or any other obligations of the other party under this agreement,

unless that party acknowledges in writing that the failure is a waiver of its rights under this clause.

22. Costs

Each party bears its own legal and other costs and expenses incurred in connection with the negotiation, preparation and execution of this agreement.

23. Further assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

24. Counterparts

This agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument. The counterparts may be executed and delivered by email or other electronic signature by one or more of the parties and the receiving party or parties may rely on the receipt of such



LNG Services Agreement

(AEMO)

document so executed and delivered electronically as if the original had been received.

25. Attorneys

Each attorney who purports to execute this agreement on behalf of a party declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney purports to execute this agreement.

26. Other rights preserved

Except as otherwise expressly provided in this agreement, the rights, powers and remedies under this agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or equity.

27. Entire agreement

This agreement:

- (a) contains the entire agreement between the parties with respect to its subject matter as at the date of this agreement;
- (b) sets out the only conduct relied on by the parties; and
- (c) supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.