



Maddocks

Lawyers
Angel Place
Level 27, 123 Pitt Street
Sydney NSW 2000
Australia

GPO Box 1692
Sydney New South Wales 2001

Telephone 61 2 9291 6100
Facsimile 61 2 9221 0872

info@maddocks.com.au
www.maddocks.com.au

DX 10284 Sydney Stock Exchange

Negotiated Connection Contract (Connection Establishment)

Endeavour Energy
ABN 11 247 365 823

and

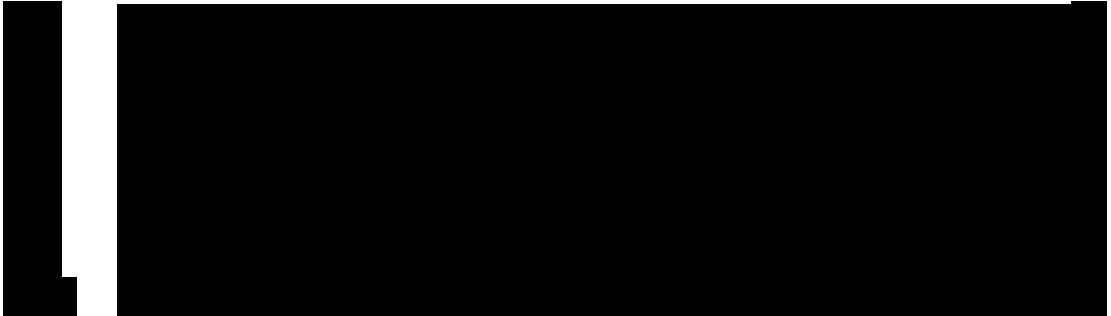

Sydney Metro
ABN 12 354 063 515

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- D.1 Endeavour will undertake and complete the Endeavour Provided Works;
- D.2 the Customer will procure the undertaking of and completion of the Customer's Connection Works, and the Customer may sub-contract those works to the Customer's Contractors,

to establish the Customer Connection at the Connection Point in accordance with this contract.

The parties agree

1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this contract.

ACCC means the Australian Competition and Consumer Commission.

Acceptable Credit Rating means a long term credit rating from:

- (a) Standard & Poor's of at least A- or Moody's A3; or
- (b) an equivalent rating to that set out in (a) of this definition, by another internationally recognised ratings agency.

Accreditation Scheme means the scheme for the accreditation of service providers to undertake contestable works established under section 31A of the ES Act and under Part 3 of the ES Regulation, being:

- (a) the 'Scheme for the Accreditation of Service Providers to Undertake Contestable Works' published by the NSW Department of Industry and Investment in September 2010; or
- (b) any amended or replacement scheme established under the regulation from time to time.

Accredited Service Provider means a person accredited in relation to Endeavour's Distribution Network as an ASP/1 or ASP/3 in accordance with the Accreditation Scheme.

AEMO means the Australian Energy Market Operator.

AER means the Australian Energy Regulator.

AER's Distribution Determination means the Distribution Determination made by the AER under the Rules in respect of Endeavour and its Distribution System, as in force from time to time.

Agreement Date means the date of this contract.

Ancillary Network Services means any of the services identified as Ancillary Network Services in the AER's Distribution Determination and which, in the opinion of Endeavour (acting reasonably), are required in order for Endeavour to perform its functions (including the exercise of its rights and the performance of its obligations) under this contract in respect of the Consumer Mains Installation Works or the Other Installation Works.

Ancillary Network Services Charges means any charges payable for the provision of Ancillary Network Services by Endeavour as determined from time to time under the Energy Laws and the AER's Distribution Determination.

Application means the Customer's application for connection.

Approval Notice has the meaning given in clause 7.2.3(a).

Assets in respect of any works means all structures, plant, equipment, goods, materials or other assets installed as part of (or in the course of) undertaking or completing those works.

Assign means, in respect of a party's rights or obligations under this contract, any:

- (a) assignment, encumbering, declaring of a trust over or otherwise dealing with any of the party's rights or interest under this contract; and/or
- (b) the novation of any of its obligations under this contract,

and **Assignment** has a corresponding meaning.

Associates means:

- (a) in respect of Endeavour:
 - (i) the Network Owner;
 - (ii) the Network Lessee;
 - (iii) each Related Body Corporate of Endeavour and each person comprising the Network Owner and Network Lessee;
 - (iv) each contractor and subcontractor of each of the persons referred to in paragraphs (i), (ii) and (iii),

and their respective employees, officers, directors, agents or representatives;

- (b) in respect of the Customer:
 - (i) the Customer's Contractors; and
 - (ii) each Related Body Corporate of the Customer;
 - (iii) each contractor and subcontractor of any of the persons referred to in paragraphs (i) and (ii),

and each of their respective employees, officers, directors, agents or representatives.

ASP/1 means an individual or entity accredited by NSW Trade and Investment in accordance with the ES Regulation (or as amended) as a level 1 accredited service provider for construction.

ASP/3 means an individual or entity accredited by NSW Trade and Investment in accordance with the ES Regulation (or as amended) as a level 3 accredited service provider for design services.

Authorisation means:

- (a) an approval, consent, declaration, exemption, notarisation, licence, permit, certificate, waiver or other authorisation, however described, required by any Law; and
- (b) in relation to anything that could be prohibited or restricted by Law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment; and

Endeavour means the Endeavour Network Operator Partnership (ABN 11 247 365 823), trading as Endeavour, a partnership carried on under that name by:

[REDACTED]

Endeavour Approved Equipment means equipment of a type, model or make approved by Endeavour by written notice issued to the Customer from time to time, except in respect of any equipment for which such approval is withdrawn by any subsequent written notice issued by Endeavour to the Customer.

Endeavour Certified Design means the form of the Draft Design approved by Endeavour through issue of an Approval Notice in accordance with clause 7.2.3.

Endeavour Chargeable Connection Works means the works so described in Schedule 2.

Endeavour Easement means a registered easement over the Site (and over any land adjacent to or in the vicinity of the Site on which any Regulated Asset Works or other works required by Endeavour in order to connect the Customer Installation to its Distribution System are to be located) to be procured by Endeavour on such terms as Endeavour requires to entitle Endeavour to install, construct, operate and maintain those works on that Site and on any such land.

Endeavour Information means any information or documentation:

- (a) provided; or
- (b) made accessible or available,

by Endeavour to the Customer or the Customer's Contractors in connection with the performance of this contract and includes all information in the Design Brief.

Endeavour Provided Works means:

- (a) the Regulated Asset Works; and
- (b) Endeavour Chargeable Connection Works.

Endeavour Provided Works Completion Notice has the meaning given in clause 10.2.3.

Endeavour Provided Works Program means a plan to be developed by Endeavour for the construction, installation, testing and commissioning of the Endeavour Provided Works, to be prepared and submitted to the generator under clause 10.1.1 and as may be varied under clause 10.1.3.

Endeavour's Connection Standards means the following Laws, codes and standards:

- (a) the Electricity Supply Act 1995 (NSW);
- (b) the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
- (c) Gas and Electricity (Consumer Safety) Act 2017 (NSW);
- (d) Gas and Electricity (Consumer Safety) Regulation 2018 (NSW);
- (e) the Service and Installation Rules of NSW;
- (f) Home Building Act 1989 (NSW);
- (g) the Rules;
- (h) all Australian Standards relating to Electrical Installations including, AS/ NZS 3000 – Wiring Rules and AS/ NZS 3017 – Electrical Installations – Testing and inspection guidelines;
- (i) Endeavour Customer Funded Contestable Service Work Guidelines;
- (j) Endeavour Customer Funded Contestable Service Work Guidelines (Level 1);
- (k) Endeavour Customer Funded Contestable Service Work Guidelines (Level 3);
- (l) Endeavour’s Standards; and
- (m) Endeavour’s Electrical Safety Rules.

Endeavour’s Deemed AER Approved Standard Connection Contract for Large Customers means the standard form customer connection contract for the supply of electricity to Large Customers, as established by Endeavour and published on Endeavour’s website from time to time in accordance with sections 75, 76 and 77 of the National Energy Retail Law. A copy of the current form of this document is available at: www.endeavourenergy.com.au.

Endeavour’s Design Requirements means the design requirements set out in Endeavour’s Standards.

Endeavour’s Distribution System means the Distribution System that is owned by the Network Owner, leased to the Network Lessee and operated and maintained by Endeavour under a sub-lease.

Endeavour’s Electrical Safety Rules means the rules setting out the accepted safe methods for working on or near electrical assets which are owned, operated or controlled by Endeavour and represent the minimum accepted standards.

Endeavour’s Policies means the policies of insurance required to be entered into by Endeavour as set out in Schedule 4.

Endeavour’s Standards means all of Endeavour’s standards relating the performance of works on, connecting to, or in the vicinity of, Endeavour’s Distribution System, as published and communicated by Endeavour to Accredited Service Providers from time to time.

Energy Laws means any Law that governs or affects any one or more of the supply or delivery of electricity by or to the Customer or the emission of greenhouse gases in the production, transmission, distribution, supply or consumption of electricity and includes, without limitation, the ES Act, the ES Regulations, the Rules, the National Electricity Law and the National Energy Retail Law.

Permission to Connect means a notice issued by Endeavour to the Customer permitting the Customer Connection as described in that notice to Endeavour's Distribution System.

Project Commencement Notification has the meaning given in clause 7.5.2.

Proposed Method of Supply has the meaning given in clause 6.1.1.

Recipient has the meaning given in clause 27.1.

Regulated Asset Works means the design, construction and installation of the works identified as "Regulated Asset Works" in Schedule 2.

Rejection Notice has the meaning given in clause 7.2.3(b).

Related Body Corporate has the meaning given in the Corporations Act.

Representative means, in respect of a party, the person identified as that party's representative in Schedule 1, or such other person as that party may notify to the other party from time to time under a notice issued under the notice provisions of this contract.

Rules means the National Electricity Rules.

Security means Security in the form specified in Schedule 5.

Security Amount means the amount of Security which must be provided by the Customer in accordance with Schedule 5.

Security Interest means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

Senior Manager means, in respect of a party, the person holding the title specified as the Senior Manager for that party in Schedule 1, or such other person as that party may notify to the other party from time to time under a notice issued under the notice provisions of this contract.

Service and Installation Rules of NSW means the rules of that name prepared by the Service and Installation Rules of New South Wales Committee and published by the Resources & Energy Division of the Department of Trade & Investment, Regional Infrastructure & Services (NSW) as amended and updated from time to time.

Settled Corrective Action Plan has the meaning given to it in clause 22.2.5.

Scheduled Endeavour Provided Works Commencement Date means the dates specified in Schedule 1 (which, for the avoidance of doubt, may be several dates to reflect different stages of the proposed works).

Scheduled Endeavour Provided Works Completion Date means the dates specified in Schedule 1 (which, for the avoidance of doubt may be several dates to reflect different stages of the proposed works).

Scheduled Consumer Mains Installation Works Commencement Date means the date specified in Schedule 1.

Scheduled Consumer Mains Installation Works Completion Date means the date specified in Schedule 1 (which, for the avoidance of doubt may be several dates to reflect different stages of the proposed works).

Scheduled Customer Switchboard Works Completion Date means the date specified in Schedule 1.

Scheduled Other Installation Works Completion Date means the date specified in Schedule 1.

Site means the site specified in Schedule 1.

Site-specific Condition means a condition of connection to premises, or a requirement imposed in relation to a connection at premises, that is peculiar to those premises (but provided such condition is reasonable).

[REDACTED]

Stabling Facility means the stabling and maintenance facility (including operations control centre) [REDACTED]

Stabling Facility Substation means the substation constructed or to be constructed by the Customer or the Customer's Contractors within the Stabling Facility.

[REDACTED]

Supply Services Contract means:

- (a) if Endeavour and the Customer have entered into a negotiated customer connection contract for Supply Services as contemplated in clause 3.2.2 prior to the date of energisation of the Customer Installation, that negotiated customer connection contract; and
- (b) otherwise, as contemplated in clause 3.2.3, Endeavour's Deemed AER Approved Standard Connection Contract for Large Customers.

Switching Station means the new switching station proposed for installation by Endeavour near the Stabling Facility pursuant to the terms of this contract.

Sydney Metro – Western Sydney Airport means the railway line [REDACTED], including any future extensions of that railway line.

Tax means a tax, levy, contribution requirement, duty, charge, deduction or withholding, however it is described, that is imposed by law (including by an Authority), together with any related interest, penalty, fine or other charge, other than one that is imposed on net income in any jurisdiction.

Test means, in relation to the Consumer Mains Installation Works, a test of the Consumer Mains Installation Works conducted in accordance with tests identified in the Inspection and Commissioning Plan.

Work Health and Safety Laws means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW), as amended or replaced from time to time.

1.2 Interpretation

In this contract:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) if more than one person is identified as the Customer, that expression refers to them, and the obligations of the Customer under this contract bind them, jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to the word "parties" means the Customer and Endeavour and the word "party" means one of them and includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this contract) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

2. Condition Precedent

NOT USED

3. Purpose of this contract

3.1 Customer Connection Contract to establish the Customer Connection

The parties acknowledge and agree that:

- 3.1.1 the Customer has received from Endeavour a negotiated Connection Offer to establish the Customer Connection on the terms and conditions set out in this contract, for the purposes clause 5A.F.4 of the Rules; and

8.1.2 At the Initial Meeting the parties will seek to coordinate the program for the construction of the Consumer Mains Installation Works.

8.2 Customer's Design Contractor to be available

The Customer must ensure that the Customer's Design Contractor is made available throughout the course of the construction of the Consumer Mains Installation Works to resolve any design issues that may arise.

8.3 Preparation of a Consumer Mains Installation Works Program

8.3.1 The Customer must submit a Consumer Mains Installation Works Program to Endeavour (in electronic and hard copy formats) no later than [REDACTED] after the Initial Meeting.

8.3.2 The Consumer Mains Installation Works Program must:

- (a) include a program for the construction of the Consumer Mains Installation Works in accordance with the Endeavour Certified Design, including:
 - (i) each of the stages or parts of the Consumer Mains Installation Works to be carried out or completed;
 - (ii) the key milestones for those stages and parts and the dates by which (or times within which) they are to be achieved or completed;
 - (iii) the Inspection Hold Points, Tests and an Inspection and Commissioning Plan;
- (b) reflect the proposed progression of the Consumer Mains Installation Works and taking into account any constraints on access, performance or co-ordination;
- (c) show the logical relationship between activities and events shown in the program, identify any applicable time leads and lags, resource and other constraints and the sequence of activities which constitute critical path items for progressing and completing the works;
- (d) specify the proposed:
 - (i) Scheduled Consumer Mains Installation Works Commencement Date;
 - (ii) Scheduled Customer Switchboard Works Completion Date;
 - (iii) Scheduled Consumer Mains Installation Works Completion Date; and
 - (iv) Scheduled Other Installation Works Completion Date; and
- (e) be in such form and include such detail as Endeavour reasonably requires.

8.3.3 Endeavour may:

- (a) review the Consumer Mains Installation Works Program; and
- (b) if Endeavour:
 - (i) reasonably considers that the Consumer Mains Installation Works Program does not comply with the requirements of this contract or

would result in the Consumer Mains Installation Works failing to comply with the requirements of this contract; or

- (ii) does not agree to the proposed dates contemplated in clause 8.3.2(d) above; or
- (iii) does not agree to the proposed Inspection Hold Points (acting reasonably),

it will give notice to the Customer [REDACTED] after receipt of the Consumer Mains Installation Works Program specifying the areas of non-compliance and/or the Inspection Hold Points it requires.

8.3.4 If Endeavour gives a notice under clause 8.3.3(b), the Customer must:

- (a) amend the Consumer Mains Installation Works Program to address the matters specified in that notice; and
- (b) resubmit the amended Consumer Mains Installation Works Program to Endeavour.

8.3.5 Clauses 8.3.2 to 8.3.4 apply to an amended Consumer Mains Installation Works Program the Customer resubmits to Endeavour.

8.3.6 The Customer must not:

- (a) materially amend the Consumer Mains Installation Works Program; or
- (b) change any Inspection Hold Point,

unless it gives the amended Consumer Mains Installation Works Program to Endeavour and the provisions of clauses 8.3.2 to 8.3.4 are complied with in respect of the amended Consumer Mains Installation Works Program.

8.4 Construction of the Consumer Mains Installation Works

8.4.1 The Customer must procure that the Customer's Installation Contractor is engaged to carry out the Consumer Mains Installation Works in accordance with the Consumer Mains Installation Works Program.

8.4.2 The Customer must:

- (a) ensure that the Consumer Mains Installation Works are constructed in accordance with the Consumer Mains Installation Works Program, the Endeavour Certified Design, Endeavour's Connection Standards, Good Industry Practice, requirements of all relevant Authorisations and Laws (including the Energy Laws) and all other requirements of this contract;
- (b) ensure that the Consumer Mains Installation Works are fit for the purpose of Endeavour providing Customer Connection Services from Endeavour's Distribution System; and
- (c) use only Endeavour Approved Equipment in the execution of the Consumer Mains Installation Works.

[REDACTED]

9.2 Fitness for purpose

- 9.2.1 The parties acknowledge and agree that nothing in this clause 9.2 limits or derogates from, Endeavour's rights under applicable Laws, including with respect to the connection of the Customer Installation to Endeavour's Distribution System.
- 9.2.2 The Customer must ensure that all Other Installation Works are designed, constructed and installed such that those works are fit for the purpose of Endeavour supplying electricity to the Customer Installation from Endeavour's Distribution System, including complying with the requirements of any notice given by Endeavour under clause 9.2.3 below.
- 9.2.3 Endeavour may, acting reasonably, notify the Customer of any items in relation to the Other Installation Works that, in the reasonable opinion of Endeavour, must be completed in order for the Other Installation Works to be fit for that purpose.

9.3 Completion and maintenance of records

- 9.3.1 The Customer must provide Endeavour with a Compliance Certificate for the:
- (a) Customer Switchboard Works upon completion of the Customer Switchboard Works; and
 - (b) Other Installation Works upon completion of the Other Installation Works.
- 9.3.2 For the purposes of this agreement:
- (a) the Customer Switchboard Works will be taken as completed when a Compliance Certificate is provided to Endeavour under clause 9.3.1(a); and
 - (b) otherwise, the Other Installation Works will be taken as completed when a Compliance Certificate is provided to Endeavour under clause 9.3.1(b).
- 9.3.3 The Customer must maintain records and diagrams of the Other Installation Works and provide copies to Endeavour promptly on request.

10.2.4 Endeavour will use reasonable endeavours to:

- (a) prepare and submit the Endeavour Provided Works Program in accordance with clause 10.1.1;
- (b) commence the Endeavour Provided Works by the Scheduled Endeavour Provided Works Commencement Date; and
- (c) complete the Endeavour Provided Works by the Endeavour Provided Works Completion Date.

10.2.5 If, despite complying with clause 10.2.4, Endeavour will be unable to:

- (a) prepare and submit the Endeavour Provided Works Program by the time period specified in clause 10.1.1
- (b) commence the Endeavour Provided Works by the Scheduled Endeavour Provided Works Commencement Date; and
- (c) complete the Endeavour Provided Works by the Scheduled Endeavour Provided Works Completion Date,

Endeavour may, by written notice to the Customer, extend the date for preparation and submission of the Endeavour Provided Works Program (contemplated by clause 10.1.1), Scheduled Endeavour Provided Works Commencement Date or Scheduled Endeavour Provided Works Completion Date (as applicable) to a later date as reasonably required by Endeavour to do so. [REDACTED]

10.2.6 An extension the Scheduled Consumer Mains Installation Works Completion Date in accordance with clause 8.6.2 will be taken to be such a reasonable requirement for a corresponding extension to the Scheduled Endeavour Provided Works Completion Date.

10.2.7 A notice given under clause 10.2.5 will include details of the reason the extension is required and why the period of the extension is reasonable. [REDACTED]

10.3 Charges for Endeavour Chargeable Connection Works

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (d) an Operating Protocol with the Customer has been agreed or determined in accordance with clause 11,

Endeavour will issue a Permission to Connect to the Customer in accordance with this clause 12.1 and the terms and conditions of this contract will apply to the Permission to Connect.

- 12.1.2 After receiving a Permission to Connect, the Customer may establish the Customer Connection. Subject to clause 13.1.3, but without limiting its other obligations under this contract, Endeavour will take all reasonable steps to assist the Customer establish the Customer Connection.

12.2 Delivery of documents and information

- 12.2.1 The Customer must give to Endeavour a copy of the Design Documentation and all other documents and information in respect of the construction of the Consumer Mains Installation Works.
- 12.2.2 The Customer acknowledges and agrees that Endeavour may retain a copy of the Endeavour Certified Design and disclose the Endeavour Certified Design and any other documentation describing the Consumer Mains Installation Works to any other Accredited Service Providers and any Endeavour employees, contractors, agents or advisors.

13. Metering

13.1 Provision and installation of Metering Installation

- 13.1.1 The Customer must ensure that a Metering Coordinator is appointed and that the Metering Coordinator arranges the provision and installation of a Metering Installation for the Connection Point that is consistent with Good Industry Practice and complies with the requirements of all relevant Laws (including the Energy Laws) and Endeavour's Connection Standards.
- 13.1.2 Endeavour may at its discretion require proof that the Metering Installation complies with Energy Laws and Endeavour's Connection Standards.
- 13.1.3 Compliance with this clause is a precondition to energisation of the Customer Connection.
- 13.1.4 Endeavour may, where Endeavour is aware, notify the Customer of:
- (a) any Defects in relation to the Metering Installation that must be rectified; or
 - (b) any items in relation to the Metering Installation that must be completed, before the Customer Connection is energised.
- 13.1.5 The Customer must ensure that its Metering Coordinator (as the case may be) corrects any Defects and undertakes any items of work contained in any notice issued by Endeavour under this clause.

- (b) details of the Change of Control or proposed Change of Control including:
 - (i) details of the new or proposed body with Control; and
 - (ii) details of the financial and technical capabilities of the new or proposed body with Control.

24.4.2 Within [REDACTED] of receipt of a Change of Control Notice issued by the Customer in accordance with clause 24.4.1, Endeavour must indicate whether or not it consents to the Change of Control, which consent will not be unreasonably withheld if the Customer will continue to be financially and technically capable of fulfilling its obligations under this contract.

24.4.3 If Endeavour does not consent to a Change of Control under this clause 24.4 under clause 24.4.1 and a Change of Control occurs in relation to the Customer, then Endeavour may terminate this contract by providing [REDACTED] to the Customer.

24.5 Security Interests

Neither party is permitted to create or permit to exist any Security Interest over its rights or interest under this contract except with the prior written consent of the other party.

24.6 Successors

This contract binds the successors and permitted assignees of any party.

25. Warranties

Each party warrants, represents and undertakes to the other party that:

- 25.1.1 it is properly registered and validly existing under the Laws of Australia;
- 25.1.2 it has full power and authority to enter into and perform its obligations under this contract;
- 25.1.3 it has obtained all necessary approvals, consents and Authorisations to enter into and perform its obligations under this contract including (if applicable) under its constitution, and the Corporations Act;
- 25.1.4 this contract imposes binding obligations on it in accordance with its terms;
- 25.1.5 entering into and performing its obligations under this contract is not a breach by it of:
 - (a) its constitution (if applicable);
 - (b) any agreement or document to which it is a party; or
 - (c) any Law or any order, judgment or decree of any Authority by which it is bound; and
- 25.1.6 it is not subject to an Insolvency Event.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

27. Confidentiality

27.1 Use and disclosure of Confidential Information

A party ("**Recipient**") which acquires Confidential Information of the other party ("**Discloser**") must not:

27.1.1 use any Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this contract; or

27.1.2 disclose any Confidential Information except in accordance with this clause 27.

27.2 Disclosures to personnel and advisers

27.2.1 The Recipient may disclose Confidential Information to an officer, employee, agent, contractor, financial or other professional adviser or to the Network Owner or the Network Lessee [REDACTED]

if:

(a) the disclosure is:

(i) necessary to enable the Recipient to perform its obligations or to exercise its rights under this contract; or

(ii) if the Customer is the Recipient, to a person that is the Customer's Contractor; and

(b) prior to disclosure, the Recipient informs the person of the Recipient's obligations in relation to the Confidential Information under this contract and obtains an undertaking from the person to comply with those obligations.

27.2.2 The Recipient must ensure that any person to whom Confidential Information is disclosed under this clause 27 keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under this clause 27.

27.2.3 The Recipient may disclose Confidential Information to its legal, financial, taxation or insurance advisers for the purpose of obtaining advice, or to Related Bodies Corporate (or in the case of Endeavour, the Network Owner, the Network Lessee or any other partnership formed in connection with the operation of Endeavour's network business) for corporate governance reporting purposes.

27.2.4 A Customer's Contractor may disclose Confidential Information:

- (a) subject to clause 27.2.1 and 27.2.2, to an officer, employee, agent, contractor, investor, financier, or to Related Bodies Corporate [REDACTED] (for corporate governance reporting purposes); and
- (b) its and their respective professional, legal, financial, taxation or insurance advisers for the purpose of obtaining advice in relation to the Customer's rights and obligations under this contract.

27.3 Disclosures required by law

27.3.1 Subject to clause 27.3.2, the Recipient may disclose Confidential Information that the Recipient is required to disclose:

- (a) by law or by order of any court or tribunal of competent jurisdiction;
- (b) by any Authority, stock exchange or other regulatory body; or
- (c) in the case of the Customer, required by a House of Parliament, a Committee of a House of Parliament or for any legitimate government purpose.

27.3.2 If the Recipient is required to make a disclosure under clause 27.3.1, the Recipient must:

- (a) to the extent possible, notify the Discloser immediately it anticipates that it may be required to disclose any of the Confidential Information;
- (b) consult with and follow any reasonable directions from the Discloser to minimise disclosure; and
- (c) if disclosure cannot be avoided:
 - (i) only disclose Confidential Information to the extent necessary to comply; and
 - (ii) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

27.4 Publicity

A party may not make press or other announcements or releases relating to this contract and the transactions the subject of this contract without the approval of the other party to the form and manner of the announcement or release unless that announcement or release is required to be made by law or by a recognised stock exchange.

28. Notices

28.1 Delivery of notice

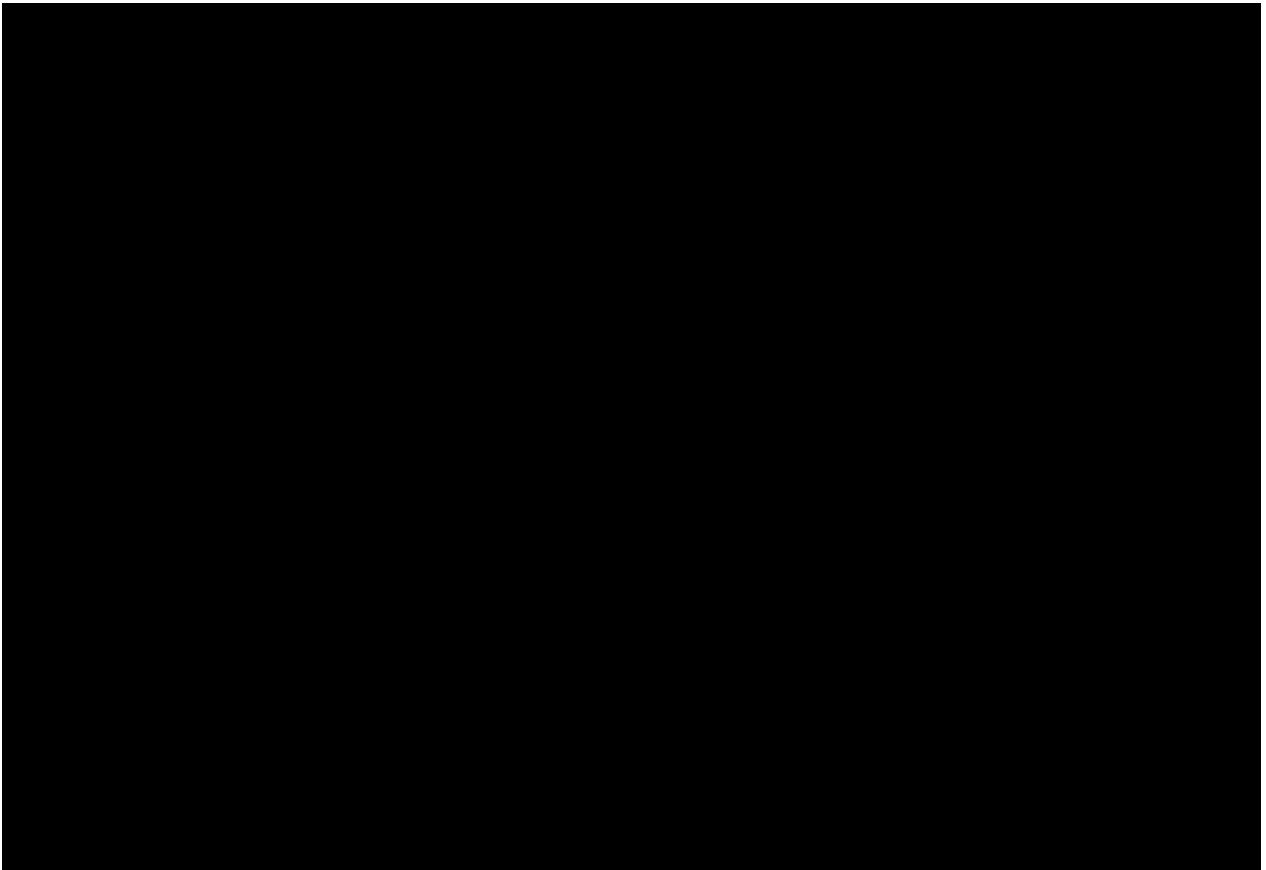
28.1.1 Subject to clause 28.2, a notice or other communication given to a party under this contract must be in writing and in English, and must be delivered to the party by:

- (a) delivering it personally to the party at the party's address set out in Schedule 1;
- (b) leaving it at that address;



[REDACTED]

[REDACTED]

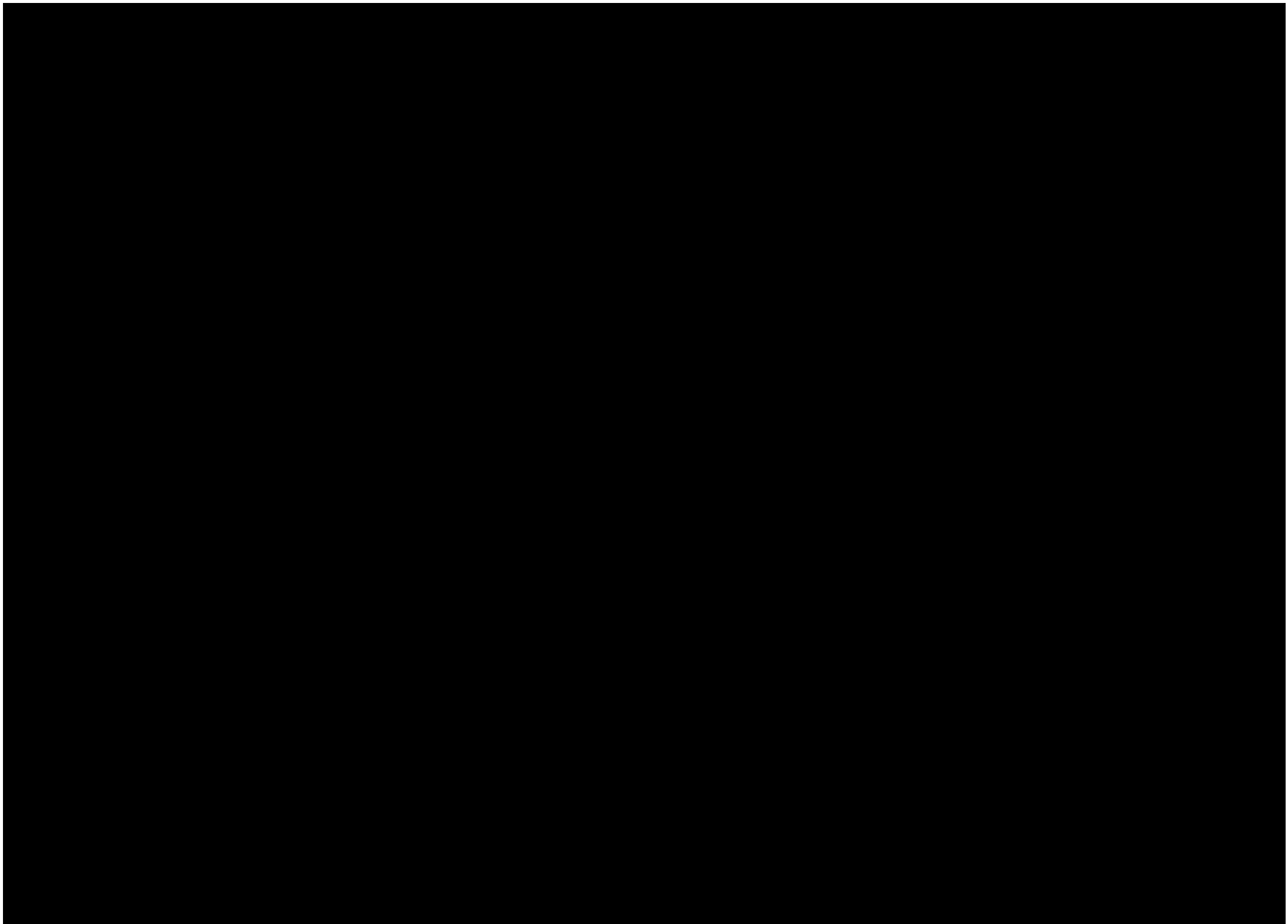




Maddocks

Schedule 3 Connection Point

The Connection Points are each of the two (2) points circled in red on the Single Line Diagram on the following page.





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



4. Drawings on Security

4.1 If the Customer fails to pay any amount invoiced by Endeavour on the due date for payment, then Endeavour may draw or claim upon the Security.

4.2 Where Endeavour draws or claims upon Security, the Customer must procure the immediate issue of further Security in the amount drawn or claimed so as to comply with its obligation to maintain aggregate undrawn current and valid Security for the then current Security Amount.

4.3 The Customer must not prevent Endeavour making any demand against the Security, or prevent the provider of Security from complying with the Security on demand by Endeavour.

4.4 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

