



GAS SUPPLY HUB EXCHANGE AGREEMENT

VERSION NO: ~~1.0~~ DRAFT 1.1

EFFECTIVE DATE: ~~20 March 2014~~

Approved for distribution and use

~~Matt Zema~~

~~Chief Executive Officer~~

Date ~~19/3/2014~~



VERSION CONTROL

VERSION NUMBER	EFFECTIVE DATE	AUTHORITY	REASON & CHANGES
1.0	20 Mar 2014	AEMO	Market Start Version
<u>[1.1]</u>	<u>18 Nov 2014</u>	<u>AEMO</u>	<u>DRAFT accompanying GSH IIR 001</u>

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1 PRELIMINARY

1.1 Introduction

The Australian Energy Market Operator Limited (AEMO) has established a gas trading exchange known as the gas supply hub, in accordance with the National Gas Law and National Gas Rules. The gas supply hub takes the form of an electronic trading platform and related systems known as the Exchange, through which participants can trade physical gas and related products.

1.2 Exchange Agreement

This Exchange Agreement is made by the Operator under the National Gas Rules. This Exchange Agreement (including its schedules and the Settlements and Prudential Methodology) and Part 22 of the National Gas Rules set out or provide for the terms of participation in the Exchange and transactions entered into through the Exchange.

1.3 Membership Agreements

This Exchange Agreement is made contractually binding between the Operator and all Members by the Membership Agreement executed by the Operator and by or on behalf of each Member.

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2 Definitions and interpretation

2.1 Definitions

Capitalised words and phrases in this agreement are defined below.

AEMC means the Australian Energy Market Commission, which is established under section 5 of the *Australian Energy Market Commission Establishment Act 2004* (SA).

AEMO means Australian Energy Market Operator Limited (ACN 072 010 327).

AER means the Australian Energy Regulator, which is established under section 44AE of the *Competition and Consumer Act 2010* (Cth).

Agent Member means a person who has been jointly appointed by two or more Members to act as their agent under and in connection with this Agreement and whose appointment has been accepted by the Operator in accordance with clause 4.5.

Appointing Member means, in relation to an Agent Member, each Member from time to time appointing that Agent Member.

Australian Standard (AS) means the most recent edition of a standard publication by Standards Australia (Standards Association of Australia).

Authority means any government, government department, instrumentality, Minister, agency, statutory authority or other body in which a government has a controlling interest and includes the AEMC, AEMO, the AER and their respective successors.

Balance-of-Day Gas means a Physical Gas Product for which the Delivery Period falls within a single Gas Day D and the Trading Window ends on that Gas Day.

Bid means an offer to enter into a Transaction as a Buyer.

Billing Period means the period commencing at the start of the Gas Day starting on the first day of the month and ending at the end of the Gas Day starting on the last day of the month.

Business Day has the same meaning as in the National Gas Law.

Buyer, in relation to a Transaction, means (where the Commodity is a good) the person with an obligation to accept a quantity of Commodity made available for delivery or (where the Commodity is service, including capacity), the person with an obligation to accept the transfer of the right to use the service.

Close Out Amount is defined in clause 17.3.

Close Out Effective Date is defined in clause 20.5.1(b).

Close Out Quantity is defined in clause 20.5.2.

Commodity is defined in clause 12.1.

Confidential Information is defined in clause 22.1.

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

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Credit Support means a security provided to the Operator in respect of a Market Participant that meets the requirements of clause 9.2.1(c).

Credit Support Provider means a person that meets the requirements under clause 9.2.2 and 9.2.3 and is the issuing party that assumes obligations to the Operator pursuant to a Credit Support.

Default Event is defined in clause 20.

Default Notice means a notice issued by the Operator under clause 20.3.

Delivering Participant means, in relation to a Delivery Quantity for Physical Gas:

- (a) where Delivery Netting applies, the Trading Participant determined to be the Delivering Participant under clause 14.7; and
- (b) otherwise, the Seller under the relevant Transaction.

Delivery Netting means, where applicable under clause 14.7.1, the process of scheduling and communicating the net quantities of gas to be delivered and received by relevant Trading Participants on a Gas Day at a Trading Location under clause 14.7.

Delivery Period is defined in clause 12.1.

Delivery Quantity means, for Physical Gas:

- (a) where Delivery Netting applies to the Product, the quantity of gas determined under clause 14.7 to be delivered and received respectively by a matched Delivering Participant and Receiving Participant on a Gas Day at a Delivery Point; and
- (b) otherwise, the Transaction Quantity under the relevant Transaction.

Delivery Point is defined in clause 12.1.

Delivery Variance Amount is defined in clause 17.3.

Delivery Variance Quantity, for a Buyer or a Seller in respect of a Transaction and a Gas Day, means the quantity calculated under clause 15.3

Dollar Reallocation Amount means the dollar amount to be credited or debited to a Market Participant under a Reallocation, as specified in the relevant Reallocation Request.

Energy Reallocation Quantity means a quantity of gas (in GJ) to which a price is to be applied for the purposes of a Reallocation, as specified in the relevant Reallocation Request.

Exchange means the electronic exchange established and operated by the Operator for the purposes of the gas supply hub, participation in which is governed by this Exchange Agreement.

Exchange Agreement means this Gas Supply Hub Exchange Agreement, including its schedules, each Membership Agreement, and the terms of Transactions formed from time to time.

Exchange Fees means the exchange fees determined in accordance with clause 5.5 and Part 22 of the National Gas Rules.

Final Statement means a statement issued by the Operator under clause 18.1.

Force Majeure is defined in clause 25.

Forward Gas means Physical Gas other than Balance-of-Day Gas.

Gas Day, in relation to a Product, means a 24 hour period beginning at the time specified in the relevant Product Specification.

Gas Transportation Agreement means an agreement (which may consist of one or more instruments) under which a Gas Transporter provides gas transportation and delivery services to another person by means of a gas transportation pipeline.

Gas Transporter means each of the entities identified in schedule 2 as a service provider for a gas transportation pipeline identified in schedule 2, and their respective successors in that capacity.

Good Gas Industry Practice means the practices, methods and acts that would reasonably be expected from experienced and competent persons engaged in a business of providing natural gas services in Australia, acting with all due skill, diligence, prudence and foresight and in compliance with all applicable legislation, authorisations and industry codes of practice.

Intellectual Property Rights means any intellectual property rights and any industrial property rights throughout the world and includes rights in respect of or in connection with inventions (including patents), copyright, trade marks, service marks, designs and circuit layouts; trade, business, company or domain names; rights to have confidential information kept confidential; other proprietary rights; or rights to registration of such rights existing anywhere in the world.

Interest Rate has the same meaning as in the National Gas Rules.

Interface Protocol means the Gas Supply Hub Interface Protocol described in clause 7.1.

Margin Call means a request issued by the Operator to a Market Participant under clause 9.4.2 to bring its Trading Margin above a specified level.

Market Conduct Rules means the market conduct rules applicable to the Exchange in Part 22 of the National Gas Rules.

Market Participant means a Trading Participant or a Reallocation Participant.

Member means a person (other than the Operator) who is a party to the agreement constituted by this Exchange Agreement from time to time, by reason of that person or an Agent Member and on behalf of that person having executed a Membership Agreement that has not been terminated.

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Membership Agreement means an agreement in the form of the Gas Supply Hub Membership Agreement in schedule 1.

National Gas Law means the National Gas Law as set out in the Schedule to the *National Gas (South Australia) Act 2008* (SA).

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

Off-Specification Gas means gas that does not meet the specification referred to in clause 14.5.3 for the relevant Delivery Point.

Offer means an offer to enter into a Transaction as a Seller.

Offset Amount is defined in clause 17.3.

Offset Quantity is defined in clause 20.5.2.

Operator means AEMO and includes such other person as may be appointed by AEMO as its agent to perform the role of Operator under this agreement from time to time.

Order means a Bid and/or an Offer as the context requires.

Order Quantity is defined in clause 12.1.

Parcel Size is defined in clause 12.1.

Physical Gas means any Product for which the terms require the Seller to make available for delivery, and the Buyer to accept, a specified quantity of gas at a specified point.

Physical Gas Amount is defined in clause 17.3.

Pre-matched Trade is a Transaction formed in accordance with clause 13.2.

Pre-opening Period means the 30 minute period immediately before the start of Trading Hours each day and, if the operation of the Trading System is suspended during Trading Hours, the 30 minute period starting at the time the Operator lifts the suspension under clause 11.2.

Price is defined in clause 12.1.

Product means each of the products offered through the Exchange from time to time, defined by a Product Specification.

Product Limit is defined in clause 12.1.

Product Specification means each Schedule to this Exchange Agreement which is described as a product specification, setting out the terms of Orders for that Product that will form part of the terms of any Transaction for that Product.

Prudential Exposure, for a Trading Participant at any time, means the amount of its actual or contingent liability calculated by the Operator under clause 9.4.1.

Reallocation means a transaction under which the Operator makes a matching debit and credit in respect of two Market Participants for the same Gas Day, in accordance with their Reallocation Request.

Reallocation Participant means a Member registered as a Reallocation Participant in accordance with clause 6.4.

Reallocation Procedures means the procedures published by the Operator under clause 16.1.

Reallocation Request means a request to the Operator for a Reallocation under clause 16.2.

Reallocation Amount is defined in clause 17.3.

Receiving Participant means, in relation to a Delivery Quantity for Physical Gas:

- (a) where Delivery Netting applies, the Trading Participant determined to be the Receiving Participant under clause 14.7; and

(b) otherwise, the Buyer under the relevant Transaction.

Revised Statement means the statement issued by the Operator under clause 18.4(a).

Rules Methodology means the methodology determined under rule 536(3) of the National Gas Rules.

Seller, in relation to a Transaction, means (where the Commodity is a good) the person with an obligation to make a quantity of Commodity available for delivery or (where the Commodity is service, including capacity), to make the service available for use.

Settlement Amount is defined in clause 17.3.

Settlement Statement means a Final Statement or a Revised Statement.

Settlement means the activity of billing and settlement of amounts payable in respect of Transactions and other amounts payable under or by reference to this agreement.

Settlements and Prudential Methodology means the methodology established under clause 17.3.

Suspension Event is defined in clause 19.1.

Time Stamp is the means of identifying the time and date at which data is transmitted, received or created by the Trading System. An Order may be given a new Time Stamp when it is modified, or re-activated after withdrawal.

Trading Halt means a suspension by the Operator of a Member's access to or use of the Trading System in accordance with clause 19.

Trading Hours means the trading days and hours during which the Trading System is normally available for access and use, and Transactions can be formed.

Trading Limit, for a Trading Participant at any time, means the amount calculated by the Operator under clause 9.4.1 by reference to the amount of that Trading Participant's Credit Support.

Trading Location means each notional point in respect of which Products may be defined, as identified in schedule 2.

Trading Margin, for a Trading Participant at any time, means its Trading Limit less its Prudential Exposure calculated under clause 9.4.1.

Trading Participant means a Member registered as a Trading Participant in accordance with clause 6.2(b).

Trading System means the electronic platform established and administered by the Operator through which Orders will be made and posted and Transactions formed, together with all other systems that enable or support the viewing, trading and Settlement of Products, communications under this agreement and other matters provided for in this agreement.

Trading Window means the period during which Transactions may be formed for a particular Product and Delivery Period, as specified in the Product Specification.

Transaction means a transaction in respect of a Product that is formed on the Exchange in accordance with clause 13.

Transaction Price means, for a Physical Gas Transaction, the price (in \$/GJ) applicable to that Transaction, as determined under clause 13.1.1(b).

Transaction Quantity means, for a Physical Gas Transaction, the quantity of gas (in GJ/Gas Day) to be delivered in each Gas Day in the Delivery Period, as determined under clause 13.1.1(b).

Unit is defined in clause 12.1.

Viewing Participant means a Member registered by the Operator as a Viewing Participant in accordance with clause 5.

2.2 Meaning of 'gas'

A reference to 'gas' is to natural gas as defined in the National Gas Law unless otherwise specified.

2.3 Meaning of 'may'

Where this agreement provides that the Operator 'may' do something, it is a right which it may exercise in its absolute discretion (subject to this agreement) and the Operator is not under any obligation to do so.

2.4 Exchange Agreement

- (a) Each Membership Agreement forms part of, and is incorporated into, this Exchange Agreement and together they form one agreement to which, at any time, all Members and the Operator are a party.
- (b) This Exchange Agreement and the Membership Agreements are to be read and construed as one document.
- (c) Any schedule or annexure forms part of this Exchange Agreement and has effect as if set out in full in the body of this agreement.
- (d) The Settlements and Prudential Methodology forms part of this Exchange Agreement and has effect as if set out in full in the body of this agreement.
- (e) This Exchange Agreement, as amended from time to time, will be published in electronic form by the Operator. The Parties agree that the authoritative text of this Exchange Agreement, and each amendment to it, will be the text designated and maintained as such by the Operator on its website.

2.5 Headings

In this agreement, any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this agreement.

2.6 General interpretation rules

In this agreement, unless a contrary intention appears:

- (a) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this agreement;
- (b) a reference to this agreement or another agreement or document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (c) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision; and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body, government authority or other entity includes any of them;
- (e) a reference to a person includes that person's successors, substitutes and permitted assigns; (and, where applicable, the person's legal personal representatives);
- (f) a reference to dollars or \$ is a reference to Australian dollars;
- (g) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (h) the singular includes the plural and vice versa;
- (i) a gender includes all other genders;
- (j) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (k) the word "includes" or "including" or "such as" are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;
- (l) if a party to this agreement is made up of more than one person, an obligation of that party is a joint and several obligation of those persons, a right of that party is held by each of those persons separately, and any other reference to that party is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately;
- (m) a provision of this agreement shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

2.7 Time and Days

- (a) References in this agreement to a time of day are to Australian eastern standard time (and are not adjusted for daylight saving time in any jurisdiction).
- (b) In this agreement, unless otherwise specified:
 - (i) a period of time expressed to commence before or after a given day, or before or after the day of an act or event, is to be calculated exclusive of that day; and

- (ii) a period of time expressed to commence on a given day, or on the day of an act or event, is to be calculated inclusive of that day.
- (c) In this agreement, the following terms may be used to identify a Gas Day:
 - (i) **D** refers to the Gas Day for which a matter is to be calculated or determined, or on which an event is to occur or has occurred.
 - (ii) **D-n** (1, 2, 3, etc.) refers to events or calculations that occur on the Gas Day that is n or a specified number (1, 2, 3 etc.) of Gas Days before Gas Day D and which pertain to Gas Day D.
 - (iii) **D+n** (1, 2, 3 etc.) refers to events or calculations that occur on the Gas Day that is n or a specified number (1, 2, 3 etc.) of Gas Days after Gas Day D and which pertain to Gas Day D.
 - (iv) **n** represents a number of Gas Days.

2.8 Quantities

- (a) One megajoule or MJ is 1,000,000 joules.
- (b) One gigajoule or GJ is 1,000 megajoules.
- (c) One terajoule or TJ is 1,000 gigajoules.
- (d) All references to units of measurement are references to the units of measurement defined in or for the purposes of the *National Measurement Act 1960* (Cth).
- (e) All numerical information used and calculations made under this agreement will be, as far as practical, to an accuracy of 4 decimal places, or such greater accuracy as may be necessary to ensure that financial calculations are correct to the nearest cent.

2.9 Product Specifications

- (a) Each Product to be offered for trading through the Exchange will be defined by a Product Specification.
- (b) Product Specifications will be determined by the Operator from time to time after consulting with Trading Participants in accordance with clause 3, and will be incorporated into and form part of this Agreement.

2.10 Agent Members

In relation to an Agent Member and its Appointing Members:

- (a) the Agent Member will represent the Appointing Members and will exercise the rights and perform the obligations of the Appointing Members under and in connection with this Agreement as agent for the Appointing Members;
- (b) each Appointing Member's rights of access to and use of the Trading System must only be exercised through its Agent Member;

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- (c) each Appointing Member only has rights of access to and use of the Trading System to the same extent as each of the other Appointing Members;
- (d) except as otherwise expressly provided in this Agreement, a reference to a Member includes a reference to the Agent Member acting for and on behalf of the Appointing Members;
- (e) the obligations of the Appointing Members are joint and several obligation of those Appointing Members, a right of an Appointing Member is held by each of those Appointing Members separately, and any other reference to that Appointing Member is a reference to each of the Appointing Members separately, so that (for example) a representation, warranty or undertaking is given by each of them separately;
- (f) all acts and omissions of the Agent Member under or in connection with this Agreement are taken to be acts and omissions of all the Appointing Members;
- (g) payment or delivery to or other performance in favour of the Agent Member under or in connection with this Agreement is taken to be payment or delivery to or other performance in favour of its Appointing Members; and
- ~~(e)~~(h) no party to this Agreement shall be required to inquire into the scope of the authority of the Agent Member and each Appointing Member is bound by and will ratify all acts and omissions of the Agent Member under or in connection with this Agreement.;
- (d)

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3 Amendments to this agreement

3.1 How amendments are made

- (a) Amendments to this agreement can only be made by the Operator in accordance with this clause 3, subject to the relevant provisions of Part 22 of the National Gas Rules.
- (b) A notice of an amendment to this agreement purporting to be made by the Operator in accordance with this clause 3 takes effect from the date specified in the notice in accordance with its terms, notwithstanding any failure or alleged failure by the Operator to comply with the provisions of this part in relation to the amendment concerned.

3.2 Amendment proposals

- (a) A proposal by the Operator or any other person to amend this agreement must be made in writing and include:
 - (i) an outline of the proposed amendment;
 - (ii) a description of, and an explanation of the reasons for, the proposed amendment; and
 - (iii) to the extent reasonably practicable, an analysis of the costs and benefits of the proposed amendment.
- (b) Unless the Operator rejects a proposal in accordance with the National Gas Rules, within 40 Business Days of formulating or receiving a proposal for an amendment, the Operator must publish on its website:
 - (i) the proposal;
 - (ii) a notice in accordance with clause 3.3(b) or 3.4(b), as applicable; and
 - (iii) an impact and implementation report prepared by the Operator containing:
 - (A) a critical examination of the proposed amendment and its likely effect (including its costs and benefits); and
 - (B) the Operator's preliminary view on whether the proposed amendment or an alternative amendment should be made.
- (c) If the Operator rejects a proposed amendment under the National Gas Rules, the Operator must give the proponent written notice of the decision and the reasons for it.
- (d) If a proponent withdraws its proposal to amend this agreement, the process for considering the proposal lapses unless the Operator decides to adopt the proposal.

3.3 Consultation process

- (a) Unless the expedited process in clause 3.4 applies, the Operator must follow the process set out below for consulting on a proposal to amend this agreement.

- (b) The notice to be published under clause 3.2(b)(ii) must invite Members and other interested persons to submit written comments on the proposal to the Operator on or before a date specified in the notice (which must be at least 20 Business Days after the date of the notice).
- (c) If the Operator considers it appropriate having regard to issues raised in submissions, it may undertake further consultation on specified issues or alternative proposals, and the notice and minimum time periods in paragraph (b) apply to that further consultation.
- (d) The Operator must publish its decision on the proposal on its website within 20 Business Days after the closing date for submissions under paragraph (b) or (d) as applicable. The decision must:
 - (i) summarise any comments received on the proposal;
 - (ii) set out the proposed amendment to be made (if any);
 - (iii) if the proposed amendment is materially different from the original proposal, describe how and why the proposal has been revised;
 - (iv) if the decision is to make a proposed amendment then specify the day on which the amendment is to take effect; and
 - (v) if the decision is against making any proposed amendment, state that the proposal has been rejected and give reasons for the rejection.
- (e) At least 15 Business Days before the day on which any amendment is to take effect, or an earlier date fixed by this agreement in any particular case, the Operator must:
 - (i) notify all Members and the AER of the amendment; and
 - (ii) publish the amendment and the amended Exchange Agreement on its website.
- (f) In determining whether or not to make an amendment under this provision, the Operator must take into account all relevant and material comments that it receives by the closing date for comments and may take into account any comments it receives after that date.

3.4 Expedited process

- (a) The expedited process set out in this clause 3.4 applies to a proposal to amend this agreement if the Operator considers that the proposed amendments:
 - (i) are of a minor or administrative nature; or
 - (ii) relate to a matter that, if not addressed urgently, will result in that matter imminently prejudicing or threatening the effective operation of the Exchange.

- (b) The notice to be published under clause 3.2(b)(ii) must:
 - (i) invite Members and other interested persons to submit written comments on the proposal to the Operator on or before the date specified in the notice (which must be at least 10 Business Days after the date of the notice); and
 - (ii) specify a date (the proposed effective date) for the proposed amendment to take effect.
- (c) After the closing date for submissions, the Operator must, by notice published on its website, do one of the following:
 - (i) confirm the proposal and either confirm the proposed effective date or specify a later effective date;
 - (ii) amend the proposal and either confirm the proposed effective date or specify a later effective date;
 - (iii) defer a decision on the proposal and provide for further consultation before the final decision on the proposal is made; or
 - (iv) withdraw or reject the proposal.
- (d) The Operator must give as much notice of the expedited amendment as is reasonably practicable before it takes effect, by:
 - (i) notifying each Member and the AER of the amendment; and
 - (ii) publishing the amendment and the amended Exchange Agreement on its website.

3.5 Extension of time

- (a) The Operator may, by notice given to Members and published on its website, extend a time limit specified in this clause 3 if the Operator considers that:
 - (i) the relevant proposal raises questions of such complexity or difficulty that an extension of the time limit is justified; or
 - (ii) a material change of circumstances occurs justifying the extension of the time limit,and the notice must state the reasons for the extension.

3.6 Amendments to procedures and other documents

- (a) Any document (including forms, procedures, protocols, agreements and other instruments) required to be established by the Operator under or for the purposes of this agreement but which does not form part of this agreement may be established and amended by the Operator in accordance with this clause 3.6.
- (b) The Operator will designate and publish the initial version of each such document on its website.

- (c) The Operator may amend any such document from time to time, by giving a notice to Members that gives reasonable detail of the amendments to be made. The Operator must publish the amended document on its website.
- (d) If this agreement requires the Operator to consult in relation to any amendment, then the Operator must (if no specific consultation procedures are specified) follow such consultation procedures as it considers appropriate, which must give Members a reasonable opportunity to consider and comment on the proposed amendment (having regard to the nature of the proposed amendment).
- (e) An amendment takes effect at the time specified by the Operator in the notice, which must be a reasonable time after the notice of amendment is given, having regard to the nature and effect of the amendment.

4 Membership

4.1 Eligibility

- (a) To be eligible to become (and remain) a Member, a person must:
- (i) be resident in, or have a permanent establishment in, Australia, provided that the Operator may waive this requirement in respect of a Member who is to be registered only as a Viewing Participant;
 - (ii) not be an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under the laws of some other jurisdiction;
 - (iii) not be immune from liabilities incurred as a Member;
 - (iv) be capable of being sued in its own name in a court of competent jurisdiction;
 - (v) have offered to enter into and, (once that offer is accepted) remain a party to, a Membership Agreement.
- (b) Each Member must give information to the Operator on request to verify that it continues to be eligible to be a Member.
- (c) Each Member must notify the Operator immediately if it ceases to be eligible to be a Member.
- (d) In this clause 4.1, a reference to a Member does not include a reference to the Agent Member for an Appointing Member.
- ~~(d)~~ Note: Eligibility to be an Agent Member is dealt within in clause 4.5.

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4.2 Application process

- (a) A person who wishes to become a Member must submit an application to the Operator together with a Membership Agreement duly executed by the applicant. An application must be in the form and contain the information specified by the Operator and must be accompanied by any applicable fee. An application by two or more Members who intend to appoint an Agent Member must also satisfy the requirements of clause 4.5.1.
- (b) The Operator may, within five Business Days of receiving an application, ask the applicant to provide further information or clarification in support of the application. If such a request is made, the application is taken to have been made when the further information or clarification is provided to the Operator's satisfaction. If the applicant does not provide further information or clarification to the Operator's satisfaction within 15 Business Days of the request, then the application lapses.
- (c) The Operator must accept or refuse an application for membership within 15 Business Days of receipt of the application or, if later, receipt of any additional information or clarification requested under paragraph (b).
- (d) If the Operator is satisfied that an application is complete and the applicant is eligible to become a Member, then the Operator must accept the application and

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enter into the Membership Agreement with the applicant, on behalf of the Operator and all Members.

- (e) Each Member authorises the Operator to enter into a Membership Agreement with an applicant in accordance with this clause, on behalf of that Member.
- (f) If the Operator is not satisfied that an applicant is eligible to become a Member, then the Operator must refuse the application.
- (g) If the Operator refuses an application, then it must give the applicant written reasons for the refusal.

4.3 Withdrawal and termination

- (a) The Operator may terminate the Membership Agreement in respect of all Members on not less than 30 days' notice to all Members, if the Operator ceases to be authorised to operate the Exchange or if the Exchange ceases permanently to operate.
- (b) Termination of this agreement in respect of individual Members can only be effected by the Operator in the circumstances specified in Part 22 of the National Gas Rules and in accordance with this clause 4.3.
- (c) The Operator must give notice of termination of a Membership Agreement to the relevant Member. In the case of termination at the request of the Member, the Operator must give that notice as soon as reasonably practicable after receiving that request, or on a date agreed with the Member.
- (d) A Member who has received a notice of termination under paragraph(c), whether or not the termination has taken effect:
 - (i) -must not continue to trade in any capacity through the Exchange; but
 - (ii) must comply with its obligations in respect of Transactions already entered into, subject to close out and offset under clause 20.5 if applicable.
- (e) The termination of the Membership Agreement of a Member takes effect at the time specified by notice from the Operator to the Member (which may be given after the notice of termination under paragraph (c)). The Operator is not required to give such a notice until it is reasonably satisfied that:
 - (i) all liability accrued under this agreement in respect of the Member has been satisfied;
 - (ii) there are no current Transactions in respect of that Member for which Revised Statements have not been issued and all subsequent Settlements completed; and
 - (iii) the Member has executed all documents reasonably required by the Operator to give effect to that termination, as notified by the Operator to the Member.

4.4 Effect of termination

- (a) Except as expressly provided for in this agreement in relation to the closing out of Transactions, the termination of the Membership Agreement of a Member does not entitle that Member or any other party to any payment under this agreement.
- (b) The termination of this agreement in respect of a Member does not affect:
 - (i) the rights of a party to recover an amount, or the obligation of a party to pay an amount, that became payable prior to the date of termination or expiration;
 - (ii) any rights of a party that otherwise relate to, or may arise in the future from, any breach or non-observance of obligations under this agreement; or
 - (iii) the operation of this clause and clauses 10.4(b) and 10.4(c) (records), 21 (dispute resolution), 22 (confidentiality), 24 (liability) and 27.2 to 27.11 (miscellaneous).
- (c) This agreement continues in force:
 - (i) between all existing parties and the new Member on the entry into any Membership Agreement; and
 - (ii) between all continuing parties on the termination of any Membership Agreement.

4.5 Appointing Members and Agent Members

4.5.1 Joint applications

- (a) Two or more persons who wish to become Members and appoint an Agent Member may submit a joint application under clause 4.2(a).
- (b) Two or more Members who wish to appoint an Agent Member or (if they are already Appointing Members) replace their Agent Member must submit a joint application under this clause 4.5.1.
- (c) In addition to satisfying the requirements of clause 4.2 (where applicable), a joint application under clause 4.2(a) or this clause 4.5.1 must:
 - (i) contain the information specified by the Operator about the proposed Agent Member; and
 - (ii) be accompanied by information in a form satisfactory to the Operator evidencing that all the applicants have appointed the proposed Agent Member to act as their agent under and in connection with this Agreement and that the Agent Member has accepted that appointment.
- (d) To be eligible to act as an Agent Member, a person must:
 - (i) have been jointly appointed by two or more Members (one of whom may also be the Agent Member) to be their Agent Member and that appointment must not have been revoked;
 - (ii) be resident in, or have a permanent establishment in, Australia;

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- (iii) not be an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under the laws of some other jurisdiction;
- (iv) not be immune from liabilities incurred as an Agent Member; and
- (v) be capable of being sued in its own name in a court of competent jurisdiction.
- (e) Clause 4.2 applies to the consideration of a joint application under this clause with any necessary changes. In addition, in the case of an application under either clause 4.2 or this clause, if the Operator is not satisfied that any proposed Agent Member is eligible, then the Operator may refuse to accept the appointment (even it accepts the application for membership).
- (f) If the Operator accepts the appointment of an Agent Member, it must notify the applicants.
- (g) There is deemed to be a Suspension Event for the purposes of clause 19.2(a)(ii) in relation to all the Appointing Members for the Agent Member and the Operator may impose a Trading Halt in accordance with and subject to the provisions of clause 19 if either of the following occurs:
 - (i) if the Operator has reasonable grounds to believe that an Agent Member is no longer eligible to be an Agent Member and the Appointing Members (themselves or through the Agent Member) have failed to give the Operator information to verify the Agent Member's continued eligibility within 2 Business Days of the Operator requesting that information from the Appointing Members;
 - (ii) for any reason, there is no current Agent Member in respect of the Appointing Members.

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4.5.2 Changes to the Appointing Members

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- (a) The Appointing Members for an Agent Member may from time to time on application to the Operator containing the information specified by the Operator:
 - (i) include an additional person as an Appointing Members for the Agent Member; or
 - (ii) remove a Member as an Appointing Member for the Agent Member.
- (b) Any application under clause 4.5.2(a) must contain the information specified by the Operator and must be accompanied by information in a form satisfactory to the Operator evidencing:
 - (i) in the case of an additional Appointing Member, that the additional Appointing Member has appointed the proposed Agent Member to act as their agent for the purposes of this Agreement jointly with the other Appointing Members and that the Agent Member has accepted that appointment; and
 - (ii) in the case of the removal of a Member as an Appointing Member, that the relevant Member has given its consent.

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(c) If the Operator is satisfied that the application is in order, then the Operator must accept the application and take the necessary steps to implement the change under this Agreement.

(d) A Member who is removed as an Appointing Member for an Agent Member:

(i) may request the termination of its Membership Agreement;

(ii) for so long as it continues as a Member:

(A) must comply with all the obligations applicable to it as a Member including the appointment of representatives under clause 5.3; and

(B) is automatically suspended from access to and use of the Trading System until the Operator gives the Member the confirmation referred to in clause 6.1(b).

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5 Registration and Administration

5.1 Participant categories

- (a) Each Member must be registered as a Trading Participant, a Viewing Participant or a Reallocation Participant.
- (b) The same Member may be registered more than once in any or all participant categories.
- (c) All Appointing Members for an Agent Member must be registered in the same categories.

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5.2 Register of Members

- (a) The Operator must establish a register of all current Members and Agent Members and keep that register up to date using information provided by Members in the application process and under this clause.
- (b) The register will include details of the Member's and Agent Member's name, address, contact details and other information required to be provided as part of the application process for inclusion in the register or required by the Operator from time to time. The register will also specify the Appointing Members for each Agent Member.
- (c) The Operator must publish a list of current Members and Agent Members and their contact details on its website.
- (d) Each Member must ensure that the information provided by it to the Operator for the register and under the other provisions of this clause 5 is accurate and must promptly notify the Operator of any changes to the information.
- (e) The Operator is not required to verify the accuracy of information provided to it by Members in the application process or under this clause and must perform and exercise its duties and rights and perform its obligations under this agreement on the basis that the information is correct.

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5.3 Member Representatives

5.3.1 Members to Nominate Representatives

- (a) Each Member must nominate one or more individuals within its organisation (or that of the Agent Member, in the case of Appointing Members) to fulfil the roles required under this clause 5.3 on behalf of the Member in its capacity as a Trading Participant, a Reallocation Participant or a Viewing Participant. Appointing Members must make joint nominations of the same person for each role and may do so through their Agent Member.
- (b) Nominations must be in the form and include the information specified by the Operator.

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- (c) Each Member is responsible for keeping the information about its representatives up to date and notifying the Operator promptly if there is any change to those details.
- (d) The Member warrants in favour of all Parties that its representatives nominated under this clause are authorised to act on behalf of the Member.
- (e) Each Member warrants in favour of the Operator that each of the Member's representatives has consented to the use and disclosure of the person's personal information for the purposes contemplated under this agreement.

5.3.2 Primary contact

Each Member must nominate a primary contact for all matters under this agreement (other than those for which a specific representative is responsible under this clause 5.3) and to receive notices issued by the Operator to Members or a category of Members generally.

5.3.3 Systems representative

- (a) Each Member must nominate two or more systems representatives.
- (b) The role of the systems representatives is to communicate with the Operator on behalf of the Member about establishing and maintaining secure access to the Trading System in accordance with this agreement.

5.3.4 Settlement representatives for Market Participants

- (a) Each Market Participant must nominate two or more settlement representatives.
- (b) The role of settlement representatives is to communicate with the Operator on behalf of the Market Participant about matters relating to Settlement, Credit Support and prudential matters.

5.3.5 Additional representatives for Trading Participants

- (a) Each Trading Participant must nominate:
 - (i) one or more trading representatives; and
 - (ii) one or more delivery representatives.
- (b) The role of trading representatives is to communicate with the Operator and other Trading Participants on behalf of the Trading Participant about matters relating to Orders and Transactions.
- (c) The role of delivery representatives is to communicate with the Operator and other Trading Participants on behalf of the Trading Participant about matters relating to the delivery or acceptance of Physical Gas or other goods or services under a Transaction.

5.4 Authorised user identities

- (a) Each Member must give information to the Operator as reasonably required to enable separate authorised user identities and direct contact details to be established for each of its representatives.
- (b) Each authorised user identity is defined by reference to a single user name and password.
- (c) Each Member is responsible for ensuring the security of each authorised user identity created for it such that the authorised user identity is only used by the relevant representative.

5.5 Exchange Fees

- (a) All Members must pay the Exchange Fees specified and published by the Operator on its website from time to time.
- (b) The Exchange Fees may include:
 - (i) an application fee;
 - (ii) a fee payable upon the acceptance of an application;
 - (iii) annual fees for participation in the gas supply hub;
 - (iv) a fee for each Transaction concluded on the Exchange; and
 - (v) ad hoc fees for services provided by the Operator to Members from time to time, including training, assistance or advice in relation to access to and use of the Trading System.
- (c) The Operator must notify Members of any change to the structure or amount of Exchange Fees.
- (d) Exchange Fees are amounts owed by each Member to the Operator and are payable:
 - (i) for Transaction-related fees, as part of Settlements; and
 - (ii) for other fees, by the times and in the manner specified by the Operator and published on its website.

6 Participation

6.1 Access to Trading System

- (a) Subject to this Agreement, the Operator will give all Viewing Participants and Trading Participants access to the Trading System to the extent required for the purpose of viewing information about Product trading made available in accordance with clause 10.

Note: Clause 6.4 provides for access by Reallocation Participants.

- (b) The right of a Member to access the Trading System, in accordance with the terms applicable to a participation category in which that Member is registered, starts when the Operator confirms to the Member that it is satisfied that:
- (i) the Member has given all information required of it under clause 5.2 and 5.3 to the Operator and the Operator has created all necessary authorised user identities for the Member in the Trading System;
 - (ii) the Member has a working, secure interface with the Trading System; and
 - (iii) the Member has paid the applicable Exchange Fees.
- (c) A Member's right of access to and use of the Trading System terminates on termination of the Membership Agreement.

6.2 Access to trade

- (a) Subject to this agreement, the Operator will give all Trading Participants access to the Trading System to the extent required for the purpose of participating in Exchange trading for all Products which that Trading Participant has been admitted to trade under clause 6.3.
- (b) The Operator must register a Member as a Trading Participant if that Member has applied to become a Trading Participant and the Operator is satisfied that:
- (i) the Member has met the requirements in clause 6.1(b);
 - (ii) the Member has an active Austraclear account and has given its account information to the Operator; and
 - (iii) the Member is registered for GST purposes and has executed and delivered to the Operator a recipient created tax invoice agreement in the form specified by the Operator from time to time.

6.3 Admission to trade Products

- (a) A Trading Participant can only trade Products that the Trading Participant has been admitted to trade.
- (b) Admission to trade a Product is automatic if so specified in the Product Specification. For all other Products, each Trading Participant must apply to the Operator if it wishes to be admitted to trade the Product.

- (c) An application to be admitted to trade a Product must be in the form required by the Operator and must include the information specified for the Product in the Product Specification. The Operator must consider the application promptly and admit the Trading Participant to trade the Product if the conditions in the Product Specification are satisfied.

6.4 Reallocation Participants

- (a) Subject to this agreement, the Operator will give all Reallocation Participants access to the Trading System to the extent required to participate in Reallocations.

Note: Access to the Exchange is not required for the purposes of Reallocations.

- (b) A Reallocation Participant is not permitted to trade in Products or view information produced by the Operator about Product trading that is not made publicly available.
- (c) The Operator must register a Member as a Reallocation Participant if that Member has applied to become a Reallocation Participant and the Operator is satisfied that:
 - (i) the Member has met the requirements in clause 6.1(b);
 - (ii) the Member has an active Austraclear account and has given its account information to the Operator;
 - (iii) the Member is registered for GST purposes and has executed and delivered to the Operator a recipient created tax invoice agreement in the form specified by the Operator from time to time; and
 - (iv) the Member is a wholesale client as defined in section 761G (4) of the Corporations Act.

7 Interface with the Trading System

7.1 Participant Interface

- (a) The Operator must establish a document setting out the Operator's procedures and minimum requirements, to be known as the Interface Protocol, for:
 - (i) establishing and maintaining an interface between the systems of the Member and the Trading System for the purposes of participation in the Exchange;
 - (ii) establishing authorised user identities within the Trading System; and
 - (iii) providing processes and guides for the use of the Trading System and communications.
- (b) The Operator may amend the Interface Protocol after consulting with Members, and must publish the current Interface Protocol on its website.
- (c) Each Member must comply with the Interface Protocol and must enter into any access and licensing agreement reasonably required by the Operator under the Interface Protocol, governing the terms of access to and use of the Trading System.
- (d) Each Member is responsible for ensuring that anyone accessing the Trading System using that Member's interface to the Trading System:
 - (i) is authorised by the Member to do so; and
 - (ii) is aware of and complies with the Interface Protocol, the terms of any access and licensing agreement entered into under the Interface Protocol and the provisions of this agreement that relate to Trading System access and use.
- (e) Each Member is responsible for ensuring that the systems and equipment used by it interface correctly with the Trading System. The Operator has no liability whatsoever to any Member in connection with any failure of any system or equipment used by a Member to interface correctly with the Trading System.

7.2 Security

- (a) Each party to this agreement acknowledges that the security of the Trading System and interfaces cannot be guaranteed. Neither the Operator nor any Member has any liability to any other in respect of any breach of security of the Trading System to the extent that the party has complied with its obligations under this clause.
- (b) The Operator must use commercially reasonable efforts to implement and maintain security systems and procedures designed to prevent unauthorised access to the Trading System in accordance with Good Gas Industry Practice.
- (c) Each Member must use commercially reasonable efforts to:
 - (i) maintain the security of its interface with the Trading System;

- (ii) ensure that its software and hardware that interfaces with the Trading System is free from any computer viruses; and
- (iii) ensure that no computer viruses or malicious software is introduced onto the others' software and hardware as a consequence of the Member's use of the Trading System.

7.3 Communication failures

- (a) Each Member acknowledges that interruption or malfunction of communications including any third party telephone network fixed line service or malfunction of the Member's systems or equipment or the Trading System may result in the Member's Orders not being received or the Member not receiving information or access to the Trading System.
- (b) Each Member is responsible for taking reasonable and prudent steps to mitigate the risk of communication failures in relation to its own participation in the Exchange in accordance with its own business requirements.
- (c) If there is a communication failure, the Operator has no obligation to take account of or act on any Order or other communication from any Market Participant provided by any other means.

7.4 Trading System maintenance

- (a) The Operator may suspend the operation of the Trading System to undertake maintenance and upgrading at any time. The Operator must use its reasonable endeavours to conduct maintenance and upgrading of the Trading System at times when in its reasonable opinion the impact on the Exchange will be minimised.
- (b) The Operator must give Members as much notice as reasonably practicable of any period during which the Trading System will be unavailable as a result of any maintenance or upgrade.

8 Market Conduct

If the Operator has reasonable grounds to believe that any act or omission of a Member on or in relation to the Exchange breaches the Market Conduct Rules, then the Operator may do any one or more of the following:

- (a) raise the matter with the Member concerned and, if it is satisfied with the Member's response, take no further action, or take no further action subject to the Member complying with conditions agreed between the Operator and the Member;
- (b) refer the conduct to the AER.

9 Prudential Requirements

9.1 Confidentiality

Information about the Credit Support, Prudential Exposure, Trading Limit and Trading Margin of a Market Participant is Confidential Information.

9.2 Credit Support – Market Participants

9.2.1 Market Participant obligations

- (a) A Market Participant that is not eligible to be a Credit Support Provider must provide and at all times maintain Credit Support for the amount and forward period required to ensure that its Trading Margin does not fall below zero.
- (b) A Market Participant must not submit an Order or Reallocation Request that, if accepted or registered, would result in its Trading Margin being less than zero.
- (c) Any Credit Support provided under this agreement must:
 - (i) be an unconditional bank guarantee in a form specified by the Operator;
 - (ii) be duly executed and delivered unconditionally to the Operator by an entity satisfying the requirements in clause 9.2.2 and 9.2.3 for Credit Support Providers; and
 - (iii) constitute valid and binding unsubordinated obligations of the Credit Support Provider to pay the Operator amounts, in accordance with its terms, relating to the obligations of the relevant Market Participant under this agreement.

9.2.2 Credit Support Provider

A Credit Support Provider must:

- (a) be either:
 - (i) an entity under the prudential supervision of the Australian Prudential Regulation Authority; or
 - (ii) a central borrowing authority of an Australian State or Territory or the Commonwealth which has been established by an Act of Parliament of that jurisdiction;
- (b) be resident in, or have a permanent establishment in, Australia;
- (c) not be an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under any laws applicable to it in any jurisdiction;
- (d) not be immune from liabilities incurred under this agreement or any Credit Support; and
- (e) be capable of being sued in its own name in a court of competent jurisdiction.

9.2.3 Minimum credit rating

A Credit Support Provider must have a credit rating of:

- (a) A-1 or higher for short term unsecured counterparty obligations of the entity, as rated by Standard & Poors (Australia) Pty Ltd;
- (b) P-1 or higher for short term unsecured counterparty obligations of the entity, as rated by Moody's Investor Services Pty Ltd; or
- (c) some other acceptable credit rating determined by the Operator after consulting with Market Participants.

9.2.4 Replacement and return of Credit Support

- (a) Within 24 hours of becoming aware that its existing Credit Support ceases to meet all the requirements of clause 9.2.1, a Market Participant must deliver to the Operator a replacement or additional Credit Support sufficient to ensure that the relevant participant complies with its obligations under that clause.
- (b) A Market Participant may deliver a replacement Credit Support to the Operator at any other time.
- (c) The Operator must return any unexpired and undrawn Credit Support to the Credit Support Provider on request, provided that the Operator will continue to hold Credit Support in respect of the relevant participant that meets the requirements of this clause 9.2 and takes effect on or before the return date.
- (d) The Operator must return any unexpired and undrawn Credit Support to the relevant Credit Support Provider immediately after the termination of a Market Participant's Membership Agreement takes effect under clause 4.3(e).

9.2.5 Drawdown of Credit Support

- (a) The Operator may, at any time after the occurrence of a Default Event in respect of a Market Participant and while that Default Event is subsisting, exercise its rights to draw down any amount under a Credit Support relating to that participant and apply it against any amount actually or contingently owing to the Operator under this agreement.
- (b) The Operator must inform the relevant Market Participant if the Operator exercises its rights to draw down any amount under a Credit Support.

9.3 Security deposit amounts

- (a) Subject to this clause, a Market Participant may at any time pay a cash amount to the Operator as a security deposit to secure payment of any amount which may become payable in respect of a Billing Period.
- (b) The Operator must record security deposit amounts paid by a Market Participant, together with any interest earned on those amounts, as a credit balance in respect of that participant in the Operator's security deposit fund.
- (c) The credit balance for a Market Participant in the security deposit fund must not exceed the greater of:

- (i) \$100,000; and
 - (ii) an amount equal to that participant's Trading Limit.
- (d) The Operator may apply the credit balance for a Market Participant in the security deposit fund by setting off all or part of that amount against any amount owing by that participant to the Operator under a Final Statement, subject to paragraph (e).
- (e) A Market Participant may, in accordance with any guidance published by the Operator on its website, request the Operator's agreement to arrangements for the application of that participant's credit balance in respect of that Final Statement. If the Operator agrees, it must apply (or maintain) the credit balance in accordance with those arrangements unless a Default Event occurs in relation to the participant.
- (f) The Operator may deduct any liabilities or expenses of the security deposit fund from the balance of a Market Participant in that fund, to the extent those liabilities or expenses are attributable to the maintenance or application of that balance.
- (g) If there is a credit balance in the security deposit fund for a former Market Participant immediately after the termination of its Membership Agreement takes effect under clause 4.3(e), the Operator must pay to that former participant an amount equal to that balance.

9.4 Calculation of prudential amounts for Market Participants

9.4.1 Calculation

- (a) A Market Participant that is eligible to be a Credit Support Provider will not have a Trading Limit or a Trading Margin.
- (b) The Operator must calculate the Trading Limit, Prudential Exposure and Trading Margin for each Market Participant at least once each Business Day and make the calculations available to the relevant Market Participant.
- (c) The Trading Limit of a Market Participant at any time is an amount equal to the amount of that participant's current valid and undrawn Credit Support, provided that any Credit Support having an expiry date of less than 10 Business Days from the date of calculation must be disregarded.
- (d) The Prudential Exposure of a Market Participant at any time is the amount calculated by the Operator, in accordance with the Settlements and Prudential Methodology, reflecting a reasonable estimate of the maximum net aggregate amount actually or contingently owing to the Operator under this agreement or under the National Gas Rules in relation to the Exchange at that time (taking Reallocations into account), less any credit balance of that participant in the security deposit fund under clause 9.3.
- (e) The Settlements and Prudential Methodology may provide for the Operator to apply different margins to its calculation of Prudential Exposure, reflecting a higher risk where a Suspension Event has occurred or a Trading Halt has applied in respect of a Market Participant within the preceding 3 months.

- (f) The Trading Margin of a Market Participant at any time is an amount equal to its Trading Limit less its Prudential Exposure.

9.4.2 Trading Margin requirements

- (a) If at any time the Trading Margin of a Market Participant is less than zero, that Participant:
- (i) must not submit any further Orders; and
 - (ii) may modify or cancel existing Orders (subject to clause 12.5), make Reallocation Requests, provide Credit Support or pay a security deposit amount to increase its Trading Margin.
- (b) If the Trading Margin remains below zero for 2 consecutive Business Days, the Operator must:
- (i) cancel any Pre-matched Trades which have not been scheduled for Delivery Netting; and
 - (ii) if the Trading Margin is still below zero, issue a Margin Call by notice to the relevant participant in accordance with paragraph (c).

Note: The issue of a Margin Call is a Suspension Event.

- (c) A Market Participant who has received a Margin Call must, by the applicable time under paragraph (d):
- (i) deliver additional Credit Support to the Operator; and/or
 - (ii) pay a security deposit amount in cleared funds to the Operator under clause 9.3,

so that the Prudential Exposure of that participant immediately after taking that action is not more than 80% of its Trading Limit.

Note: Failure to comply with a Margin Call is a Default Event.

- (d) A Market Participant must comply with paragraph (c) by 12:00 noon 2 Business Days after the Margin Call was issued.
- (e) If a Margin Call was not issued on a Business Day, or was issued after 2:00pm on a Business Day, it is taken to have been issued at 9:00am on the next Business Day.

9.5 Participant responsibility

Each Market Participant is responsible for ensuring that its Trading Margin does not reduce below zero.

10 Exchange Information and Capacity Listings

10.1 Information available to Trading and Viewing Participants

The Operator will make the following information available for viewing in the Trading System by Trading Participants and Viewing Participants (except that the Operator may exclude Pre-matched Trades from statistical pricing and quantity information):

- (a) for all open Orders by Product, the Price, Order Quantity and Delivery Period;
- (b) for all Transactions by Product, the Price, Order Quantity and Delivery Period;
- (c) information in aggregated form of Transactions concluded for each Product, by Delivery Period;
- (d) any notices required to be made available to all Members under this agreement;
- (e) listings of available or required pipeline capacity submitted by Members under clause 10.5; and
- (f) any other information determined by the Operator from time to time,

but must not identify the Trading Participants associated with an Order or Transaction or include any other restricted information under clause 10.2.

10.2 Information for Market Participants

The Operator will make the following information available for viewing in the Trading System, unless otherwise stated only to the Market Participant or Market Participants to whom the information relates:

- (a) the contact details for the trading representatives and delivery representatives of all other Market Participants;
- (b) the prudential information referred to in clause 9.4.1(a);
- (c) the Orders submitted by the Trading Participant within a period specified in the Interface Protocol and the status of those Orders;
- (d) the Transactions formed by the Trading Participant within a period specified in the Interface Protocol, including the identity of the parties to those Transactions;¹ and
- (e) any other information determined by the Operator from time to time.

10.3 Open access information

- (a) The Operator will determine from time to time the information to be published on its website about the Exchange, and the terms and conditions of access to that information.
- (b) The information referred to in this clause may include high and low prices, opening and closing prices and volume weighted average prices in each case aggregated

¹ Not applicable for delivery netting

for a period of a day, week or month, but must not include Confidential Information.

10.4 Records

- (a) The Trading System will create a record of Orders, Transactions, Delivery and Settlement.
- (b) The Operator must maintain the records created by the Trading System for a period of seven years after the record was created.
- (c) A Market Participant or former Market Participant may (at its cost) request copies of records created by the Trading System that record the relevant activity of that person. The Operator will use reasonable endeavours to provide the information requested if the information is available, subject to:
 - (i) payment of the Operator's reasonable cost of retrieving and providing copies of the information; and
 - (ii) agreement on any other terms reasonably requested by the Operator, including as to confidentiality of the information.

10.5 Capacity listing service

10.5.1 Capacity listing requests

- (a) A Trading Participant or Viewing Participant may submit a capacity listing request to the Operator at any time, indicating that the Trading Participant wishes to sell or buy spare capacity on a gas transportation pipeline or other facility listed in Schedule 2.
- (b) A capacity listing request must include the information, and be submitted in the form, required by the Operator from time to time and will be subject to reasonable validation parameters.

10.5.2 Listing by Operator

- (a) As soon as reasonably practicable after receipt of a valid capacity listing request, the Operator must post a corresponding capacity listing on the Trading System (available for viewing by Trading Participants and Viewing Participants) containing the following details in accordance with the request (as applicable):
 - (i) the gas transportation pipeline or other facility;
 - (ii) the receipt and delivery points on the pipeline between which the capacity is available or required;
 - (iii) the dates between which the capacity is available or required;
 - (iv) whether the listing is for a sale or purchase;
 - (v) the contact details of the listing party; and
 - (vi) any other details reasonably determined by the Operator, other than Confidential Information.

- (b) The Operator must remove or close a capacity listing on any expiry date specified in the capacity listing request.
- (c) To avoid doubt, neither a capacity listing request nor a listing of capacity on the Trading System is an offer capable of acceptance by another person.

10.5.3 Information published by Operator

The Operator may publish on its website a summary of facilities for which spare capacity has been listed on the Trading System.

11 Trading Hours

11.1 Trading timetable

- (a) The Operator will determine and make available to all Members a trading timetable specifying:
 - (i) the Trading Hours for the Exchange; and
 - (ii) for each Product, the Trading Window in respect of each specified Delivery Period, consistent with the Product Specification.
- (b) The Operator may only amend the trading timetable after consultation with Market Participants.

11.2 Suspension of the Trading System

- (a) The Operator may at any time suspend access to and use of the Trading System (for all Members) during Trading Hours, either as a whole or for particular Products or functionality, if:
 - (i) the Operator reasonably considers that it should do so to protect or restore the security of the Trading System or data contained in it, or to undertake Trading System maintenance or upgrades;
 - (ii) the Trading System has been unavailable for a period of 15 minutes or longer;
 - (iii) any Trading Participant is unable to access the Trading System and the Operator reasonably considers that suspension is necessary in order to ensure orderly trading on the Exchange (for example, the lack of access has affected a significant number of Trading Participants or a significant volume of open Orders).
- (b) If the Operator suspends the operation of the Trading System during Trading Hours then it will notify all Members of the suspension and give as much notice as possible of the time that it expects to lift the suspension.

11.3 Effect of suspension on open Orders

- (a) The terms 'open' and 'withdrawn' in relation to Orders are defined in clause 12.1.
- (b) If the Operator suspends operation of the Trading System under clause 11.2(a), then any open Orders in the Trading System at the time of the suspension will be automatically withdrawn.
- (c) When the suspension is lifted, Trading Participants will be able to submit new Orders, re-activate withdrawn Orders or modify or cancel open Orders during the Pre-opening Period, but the Trading System will not match any Orders until the pre-opening matching run referred to in clause 12.7(b).

12 Trading

12.1 Definitions

- (a) When used in relation to Orders, the terms in the following table have the meaning given to them in the table.
- (b) When used in relation to Transactions, the terms have the same meanings, but are to be construed subject to clause 13.

Term	Definition
accepted	See clause 13.1.3
cancelled	Describes an Order that has been permanently removed from the Trading System, in accordance with this agreement.
Commodity	The underlying physical commodity, capacity or service to which a Product relates, as specified in the Product Specification.
Delivery Period	The time period over which delivery of the Commodity is to take place, as specified in the Order. The length of the Delivery Period for a Product will be specified in the Product Specification.
Delivery Point	The point at which delivery of the Commodity is to take place, as specified in the Product Specification, or, where provided for in the Product Specification, in each Order.
matched	See clause 13.1.2
open	See clause 12.6
Order Quantity	The number of Units of Commodity to be delivered during each Gas Day in the Delivery Period, as specified in the Order. For a Balance-of-Day Physical Gas Product, the number of Units of Commodity to be delivered during each hour in the Delivery Period.
Parcel Size	The minimum permitted increment in the size of an Order, expressed in Units of the Commodity, as specified in the Product Specification.
Price	Price per Unit of Commodity (exclusive of GST), as specified in the Order.
Product Limit	A highest or lowest Price or Order Quantity that may be included in an Order for a Product, if specified in the Product Specification.
Unit	The unit of measurement (such as gigajoules) in which quantities of the relevant Commodity are traded through the Exchange, and is specified in the Product Specification.
withdrawn	Describes an Order that is removed from display on the Exchange (other than to the Trading Participant who submitted the Order), but remains in the Trading System and is capable of acceptance if re-activated by that Trading Participant.

Term	Definition
	A withdrawn Order may be cancelled in accordance with this agreement while it is withdrawn.

12.2 Order characteristics

- (a) Where Trading System functionality and the Product Specification for a Product allow, a Trading Participant will be able to specify characteristics of Orders.
- (b) Characteristics of Orders comprise the following:
 - (i) where the Order permits partial acceptance, the minimum Transaction Quantity for Transactions formed as a result of partial acceptance, which, unless otherwise specified in the Product Specification, is taken to be one Parcel Size;
 - (ii) the expiry time for the Order, being the time at which the Order is to be withdrawn or cancelled automatically, expressed either in terms of a number of Gas Days, or the time during a Gas Day when the Order expires;
 - (iii) whether the total Order Quantity is to be displayed at the same time, or whether part of the Order Quantity is to be withheld from display until the part which is displayed has been accepted; and the increments in which the Order Quantity should be displayed (each at least equal to the Parcel Size for the Product).
- (c) An Order that does not permit partial acceptance may be accepted only in its entirety.
- (d) An Order is open when it has been submitted and has neither been cancelled nor accepted in full.
- (e) Unless otherwise specified in the relevant Product Specification, an open Order will be withdrawn automatically at the end of each trading day after 5:00pm.
- (f) An Order will expire (and will be withdrawn or cancelled automatically) at the close of the Trading Window for the Product to which the Order relates or at any earlier expiry time specified in the Order.

12.3 Trading System communications

- (a) Communications between Trading Participants and the Operator relating to trading are to be made in accordance with clause 26.1.
- (b) A Trading Participant is taken to have submitted an Order on receipt by the Operator of data transmitted electronically by means of the Trading System which indicates that the Trading Participant is willing to enter into a Transaction on the terms specified in the Order.
- (c) A Trading Participant is taken to have cancelled or modified an Order (as the case may be) on receipt by the Operator of data transmitted electronically by means of the Trading System requesting that the Order be cancelled or modified.

- (d) The Operator and all Trading Participants are entitled to rely on all Orders submitted by a Participant through the Trading System. The receipt by the Operator of an Order from a Participant through the Trading System will be sufficient to verify that the Participant originated the Order.

12.4 Submission

- (a) A Trading Participant may submit new Orders, re-activate withdrawn Orders, or modify or cancel open Orders in respect of a Product in the Pre-opening Period immediately before the applicable Trading Window and during Pre-opening Periods and Trading Hours within the Trading Window.
- (b) For display and matching purposes, a modified or re-activated Order is taken to have been submitted at the time of the modification or re-activation.
- (c) A Trading Participant must only submit Orders for Products that it has been admitted to trade.
- (d) A Trading Participant must include the following information in Orders:
 - (i) the Product to which the Order relates;
 - (ii) whether the Order is a Bid or an Offer;
 - (iii) the Price per Unit applicable to the Order;
 - (iv) the Order Quantity, expressed as a whole number multiple of the Parcel Size applicable to the Product;
 - (v) for an Offer, where required for the Product, the Delivery Point;
 - (vi) any characteristics of the Order, to the extent that the Trading System allows characteristics to be specified for the Product; and
 - (vii) any other information required by the Product Specification or the Interface Protocol.
- (e) The Trading System may include the functionality to:
 - (i) allow a Trading Participant to select an open Bid or Offer it wishes to accept; or
 - (ii) automatically select existing Orders that match the requirements for a quantity of gas that a Trading Participant has entered into the Trading System,and for the purposes of this agreement, a valid Order is taken to have been submitted, matched and accepted when the Trading Participant confirms the matched transaction details generated by the Trading System.
- (f) Trading Participants will be notified by means of the Trading System as soon as reasonably practicable if an Order, or a cancellation or modification of an Order, could not be submitted to the Trading System.

12.5 Validation

- (a) The Operator must validate each Order (including any modification or cancellation) by means of the Trading System. The validation process will check whether there is any reason to reject the Order (as provided for in this agreement).
- (b) The Operator must reject an Order (including a modified Order) in any of the following circumstances:
 - (i) where the Order does not contain all required information;
 - (ii) where the Order is a Bid which, if accepted, would result in a Trading Participant's Trading Margin (as last calculated by the Operator) falling below zero;
 - (iii) where the Trading Participant's Trading Margin (as last calculated by the Operator) is below zero at the time of submitting the Order;
 - (iv) where a Price or Order Quantity specified in the Order breaches any applicable Product Limit;
 - (v) where the Order breaches (or if accepted would breach) a limit set in the Trading System by the Trading Participant; and
 - (vi) where the Trading Participant is subject to a Trading Halt.
- (c) The Operator must reject any Order, cancellation or modification that is made after the end of the Trading Window for the relevant Product.
- (d) The Operator may reject any Order, cancellation or modification as a consequence of the operation of security arrangements employed by the Operator for the protection of the Trading System including any virus detection software employed by the Operator.
- (e) Trading Participants will be notified by means of the Trading System as soon as reasonably practicable where an Order, cancellation or modification has been rejected. The rejection takes place at the time the notice is sent.

12.6 Display

- (a) An Order is open and will be displayed in the Trading System when:
 - (i) the Order has been validated and not rejected;
 - (ii) the Order is made available for viewing by Trading Participants in the Trading System; and
 - (iii) none of the circumstances in paragraph (b) applies to the Order.
- (b) The Operator will cease to display an Order when:
 - (i) the Order has been validly accepted; or
 - (ii) the Order has been cancelled or withdrawn,

whichever occurs first.

- (c) The Operator is only required to change the information displayed in the Trading System during Trading Hours.

12.7 Pre-opening and continuous trading

- (a) A Transaction in respect of a Product can only be formed during:
 - (i) a pre-opening matching run; or
 - (ii) a Trading Window for the Product.
- (b) A pre-opening matching run for a Product will take place:
 - (i) at the end of the Pre-opening Period immediately before the Trading Window opens; and
 - (ii) at the end of each Pre-opening Period during the Trading Window.
- (c) In a pre-opening matching run, the Trading System will assess whether the Bids and Offers displayed at the end of the pre-opening period match and Transactions may be formed at that time.
- (d) During Trading Hours within the Trading Window (subject to any market suspension), the Trading System will assess whether Bids and Offers match (and Transactions may be formed) on a continuous basis.

13 Forming Transactions

13.1 Matching and acceptance of Orders

13.1.1 Overview

- (a) A Transaction is formed where a Bid and an Offer match and are accepted in accordance with the rules in this clause 13.
- (b) Where a Transaction is formed, the terms of the Transaction (as to Transaction Price, Transaction Quantity, Delivery Point and Delivery Period) are determined by reference to the rules in this clause 13, and otherwise the obligations of each Trading Participant with respect to any Transaction are determined by reference to the terms of Product as at the date the Transaction was formed and this agreement.
- (c) A Transaction does not constitute a separate agreement to this Exchange Agreement, but gives rise to rights and obligations under, or as provided for in, this agreement.
- (d) A Trading Participant is a **party** to a Transaction where one of the Orders that formed the Transaction was submitted by that Trading Participant. For the avoidance of doubt, the rights of a Trading Participant with respect to the Operator or the other party to a Transaction in respect of a Transaction are governed by the terms of this agreement.
- (e) Amounts payable in respect of Transactions formed under this clause 13 between a Buyer and a Seller are owed to and by the Operator. Those amounts are calculated under clause 17 and payable under clause 18.

13.1.2 When Orders match

A Bid and an Offer constituting open Orders are taken to match when:

- (a) the Bid and Offer are for the same Product and for the same Delivery Period;
- (b) the Trading Participant who submitted the Bid is not the same person as the Trading Participant who submitted the Offer;
- (c) if partial acceptance of the Bid is permitted, the Order Quantity of the Offer is equal to or less than the Order Quantity of the Bid and greater than or equal to the Minimum Transaction Quantity for that Bid;
- (d) where partial acceptance of the Offer is permitted, the Order Quantity of the Bid is equal to or less than the Order Quantity of the Offer and greater than or equal to the Minimum Transaction Quantity for that Offer;
- (e) where partial acceptance is not permitted for either Order, the Order Quantity for both Orders is the same; and
- (f) the Price of the Bid is equal to or greater than the Price of the Offer.

13.1.3 Acceptance rules

- (a) Where only one open Bid and one open Offer match, then:
 - (i) the Bid and Offer are taken to have been accepted; and
 - (ii) a Transaction is formed in which:
 - (iii) the Trading Participant that submitted the Offer is the Seller and the Trading Participant that submitted the Bid is the Buyer; and
 - (iv) the terms of the Transaction, subject to the partial acceptance rules in clause 13.1.4, are the terms of the earliest Order displayed in the form in which it was accepted (and whether one Order is earlier than another is determined by reference to the Time Stamp for each Order).
- (b) Where an open Bid matches one or more open Offers, then:
 - (i) one or more Offers is taken to have been accepted as a consequence of the Bid, being the open Offer with the lowest price or, where the lowest price is common to two or more Offers, the Offer with the lowest price which was submitted first in time (as indicated by the most recent Time Stamp for each Offer); and
 - (ii) when the Offer is accepted, a Transaction is formed in which:
 - (A) the Trading Participant that submitted the Offer is the Seller and the Trading Participant that submitted the Bid is the Buyer; and
 - (B) the terms of the Transaction, subject to the partial acceptance rules in clause 13.1.4, are the terms of the Offer.
- (c) Where an open Offer matches one or more open Bids, then:
 - (i) one or more Bids is taken to have been "accepted" as a consequence of the Offer, being the open Bid with the highest price or, where the highest price is common to two or more Bids, the Bid with the highest price which was submitted first in time (as indicated by the most recent Time Stamp for each Bid); and
 - (ii) when the Offer is accepted, a Transaction is formed in which:
 - (A) the Trading Participant that submitted the Offer is the Seller and the Trading Participant that submitted the Bid is the Buyer; and
 - (B) the terms of the Transaction, subject to the partial acceptance rules in clause 13.1.4, are the terms of the Bid.

13.1.4 Partial acceptance rules

- (a) Where a Transaction is formed as a result of the partial acceptance of a Bid, then:
 - (i) the Transaction Quantity of the Transaction is equal to the Order Quantity in the Offer; and

- (ii) the Bid remains open with a reduced Order Quantity equal to the difference between the original Order Quantity in the Bid and the Transaction Quantity.
- (b) Where a Transaction is formed as a result of the partial acceptance of an Offer, then:
 - (i) the Transaction Quantity of the Transaction is equal to the Order Quantity in the Bid; and
 - (ii) the Offer remains open with a reduced Order Quantity equal to the difference between the original Order Quantity in the Offer and the Transaction Quantity.

13.2 Pre-matched Trades

- (a) If permitted by the Operator for a particular Product, a Trading Participant may submit details of a **Pre-matched Trade** and a second Trading Participant may confirm those details in the Trading System, if the Trading Participants have agreed between them the terms on which they will enter into a Transaction in respect of that Product.
- (b) Submissions and confirmations of Pre-matched Trades must meet the requirements applicable to Orders for the relevant Product, except that:
 - (i) details of a Pre-matched Trade that are not confirmed by the second Trading Participant within one hour of submission will automatically expire; and
 - (ii) details of a Pre-matched Trade will be rejected if not submitted before 4:00pm on any day.
- (c) Clauses 12.4 and 12.5 apply to the submission and confirmation of Pre-matched Trades, except that the Operator is not required to reject a Pre-matched Trade submission or confirmation under clause 12.5 by reference to the Trading Margin of, or any limit set by, either of the Seller or the Buyer.
- (d) A Pre-matched Trade is formed between the Buyer and the Seller under that trade when the second Trading Participant confirms the details of the trade in the Trading System.

13.3 Confirmations

- (a) As soon as reasonably practicable after each Transaction is formed, the Operator must send a Confirmation to each Trading Participant whose Order was accepted.
- (b) Each Confirmation must specify the Trading System's identification number for the Transaction, whether the Trading Participant is the Buyer or Seller, the time the Transaction was entered into, the Product the subject of the Transaction, the details for the Transaction required by the Product Specification and, where Delivery Netting does not apply, the identity of the other party to the Transaction.

13.4 Transactions in error

- (a) The Operator may void any Transaction formed through the Trading System which the Operator reasonably considers has been formed as a result of a malfunction

of the Trading System, and the Operator must notify the Seller and the Buyer as soon as reasonably practicable.

- (b) Any Transaction formed through the Trading System is void if the Operator fails to send a confirmation (or information purporting to be a confirmation) to the Trading Participants by means of the Trading System within 15 minutes after the time the Transaction was formed.
- (c) If a Trading Participant becomes aware, or is of the opinion, that a Transaction has (or has not) been formed as a result of a malfunction of the Trading System, the Trading Participant must notify the Operator as soon as reasonably practicable.

14 Delivery of Physical Gas Transactions

14.1 Application

- (a) This clause 14 applies to a Trading Participant who is party to a Physical Gas Transaction:
 - (i) where Delivery Netting applies, in its capacity as a Delivering Participant or a Receiving Participant, in favour of the Trading Participant who is the corresponding Receiving Participant or Delivering Participant (as the case may be);
 - (ii) where Delivery Netting does not apply, in its capacity as the Seller or Buyer in that Physical Gas Transaction, in favour of the Trading Participant who is the corresponding Buyer or Seller (as the case may be) in that Transaction.
- (b) Each Trading Participant who has, on any Gas Day, any obligation to make available for delivery or accept delivery of a quantity of gas under clause 14.3 must comply with this clause 14 separately in relation to each such obligation.
- (c) The Operator has no liability to any Member in respect of the matters provided for in this clause 14, and is not responsible for procuring the performance of any of those matters.
- (d) This clause 14 is intended to be enforceable by the corresponding Trading Participants described in paragraph (a), as between those Trading Participants.

14.2 Definitions

- (a) In this clause 14, the term **nomination** refers to a nomination given by a gas shipper to a Gas Transporter under a Gas Transportation Agreement.
- (b) For the purposes of this agreement, nominations are **accurate** if:
 - (i) the nomination is submitted to the Gas Transporter for the Delivery Point to which the nomination relates and to whom the Trading Participant is entitled or required to give nominations for the purposes of delivery or receipts of gas at that Delivery Point under its Gas Transportation Agreements; and
 - (ii) the nomination is given for the Delivery Quantity, in the form, by the time, and with all the information required by the relevant Gas Transporter.

14.3 Delivery obligations

- (a) Trading Participants who have concluded Physical Gas Transactions through the Exchange must make gas available for delivery, or accept delivery of gas (as applicable) in accordance with this clause 14.3.
- (b) In respect of any particular Gas Day, for Physical Gas Transactions for which the Delivery Period includes, or comprises, that Gas Day:
 - (i) each Delivering Participant must make available for delivery on that Gas Day at the Delivery Point the Delivery Quantity, and must submit accurate nominations for that purpose; and

- (ii) each Receiving Participant must accept on that Gas Day at the Delivery Point the Delivery Quantity, and must submit accurate nominations for that purpose.
- (c) The corresponding Delivering Participant and Receiving Participant must cooperate to ensure that accurate nominations are submitted in a timely manner and to resolve any issues identified by the Gas Transporter in relation to any nomination.
- (d) For the purposes of this agreement, the quantities of gas delivered and accepted at a Delivery Point on any Gas Day will be the quantities determined in accordance with the conditions for allocation between shippers applicable at that Delivery Point, as determined by the Gas Transporter or by agreement between shippers from time to time, and prevailing at the time of delivery.
- (e) If the Delivering Party or the Receiving Party delivers or accepts (as the case may be) more or less than the Delivery Quantity at the Delivery Point on a Gas Day:
 - (i) subject to clause 15.2, a Delivery Variance Amount will be payable by or to that party (as applicable) in respect of the Delivery Variance Quantity as part of its Settlement Amount for the Billing Period that includes that Gas Day; and
 - (ii) without prejudice to any rights arising under this agreement in respect of title to gas or gas quality, the liability of that party for failure to deliver or accept the Delivery Quantity is limited to the amount of the payment or discount reflected in the Delivery Variance Amount, or an equivalent amount to be paid under paragraph (f).
- (f) If a dispute arises as to the quantity of gas made available for delivery or accepted at a Delivery Point and is not resolved and the outcome notified to the Operator under clause 15.2 by the cut-off date prior to Revised Statements for the relevant Billing Period, the resolution cannot be settled through the Exchange, but if it is subsequently agreed or determined that the delivered quantity was more or less than the Delivery Quantity then the Delivering Participant or the Receiving Participant (as the case may be) must pay to the other an amount representing:
 - (i) the payment or offset that other party would have received in the relevant Settlement had the parties given the Operator a valid notice under clause 15.2 in terms that reflect the outcome of the dispute; and
 - (ii) interest at the Interest Rate plus 2% per annum, calculated as simple interest on a daily basis, from the due date for payment of Settlement Amounts for that Billing Period to the date payment is made under this paragraph.

14.4 Title and risk

14.4.1 Warranty as to title

The Delivering Participant warrants to the Receiving Participant that:

- (a) all gas that the Delivering Participant makes available for delivery in accordance with its obligations under this agreement will, when made available for delivery at

the Delivery Point, be free from all liens, charges, encumbrances and adverse claims; and

- (b) the Delivering Participant will ensure that title to all gas that it makes available for delivery in accordance with its obligations under this agreement will transfer to the Buyer on delivery at the Delivery Point.

14.4.2 Transfer of title and risk

As between the Receiving Participant and the Delivering Participant and for the purposes of this agreement, title to, risk in and control of all gas delivered in accordance with this agreement passes to the Receiving Participant that accepted delivery of that gas when that gas passes the Delivery Point.

14.5 Gas Quality

14.5.1 Delivery pressure

The Delivering Participant must ensure that the gas delivered to the Delivery Point is delivered within the pressure range specified for the Delivery Point in the Product Specification. The Receiving Participant has no obligation to accept delivery of gas at a pressure outside the pressure range specified for the Delivery Point.

14.5.2 Uniform rate of flow

Trading Participants must maintain deliveries and receipts of gas at Delivery Points as nearly as practical at a uniform hourly rate of flow during a Gas Day or, in the case of a Balance-of-Day Gas Transaction, during the Delivery Period for that Transaction.

14.5.3 Gas specification

- (a) The Delivering Participant must ensure that all gas delivered to the Receiving Participant at the Delivery Point meets the gas quality specification contained in Australian Standard AS4564-2005, Specification for General Purpose Natural Gas (as amended or replaced from time to time), and any additional gas quality specifications specified for that Delivery Point in schedule 2.
- (b) The Delivering Participant is taken to have delivered gas to the Receiving Participant in accordance with the applicable specifications when the gas passes the Delivery Point, unless:
 - (i) the Gas Transporter notifies either or both of the parties that the gas is or was Off-Specification Gas; or
 - (ii) an Off-Specification Notice is given in respect of the gas under clause 14.5.4.

Note: Clause 14.5.4(h) provides for the rights and liabilities of the parties where one of these notices is given in respect of Off-Specification Gas that has already passed the Delivery Point.

14.5.4 Off-Specification Gas

- (a) Each of the Receiving Participant and the Delivering Participant must notify the other as soon as reasonably practicable after it becomes aware that Off-Specification Gas may be or has been delivered at the Delivery Point by the

Delivering Participant (an **Off-Specification Notice**). The Off-Specification Notice must, as far as reasonably possible, identify how the Off-Specification Gas differs from the Specification, the quantity of the Off-Specification Gas and (in the case of a notice given by the Delivering Participant) the expected duration of the supply of Off-Specification Gas.

- (b) The Receiving Participant must, within 2 hours after receiving or giving an Off-Specification Notice, advise the Delivering Participant by notice whether it rejects or accepts all or any of the Off-Specification Gas described in that Off-Specification Notice and delivered after the time the Receiving Participant gives that advice, subject to clause 14.5.4(e).
- (c) If the Receiving Participant:
- (i) does not give a notice rejecting the Off-Specification Gas within the time period specified in clause 14.5.4(b) and subsequently takes delivery of the Off-Specification Gas; or
 - (ii) to the extent it has rejected the Off-Specification Gas, fails to use its reasonable endeavours to prevent acceptance of that quantity of Off-Specification Gas,
- the Receiving Participant will be taken to have accepted the Off-Specification Gas described in the Off-Specification Notice, as if it complied with the Specification, subject to clause 14.5.4(e).
- (d) If the Receiving Participant accepts Off-Specification Gas by notice given under clause 14.5.4(b) or is taken to have accepted Off-Specification Gas by operation of clause 14.5.4(c), the Delivering Participant:
- (i) will be taken to have delivered the gas in accordance with this agreement;
 - (ii) will not be responsible in any way for any loss, cost, damage or expense arising out of the acceptance by the Receiving Participant of Off-Specification Gas as described in the Off-Specification Notice;
 - (iii) must, if the Off-Specification Gas made available for delivery varies materially further from the Specifications than is described in the Off-Specification Notice, give the Receiving Participant a further Off-Specification Notice (and the Receiving Participant must have a further opportunity to accept or reject that gas, for which purpose clauses 14.5.4(b) and 14.5.4(c) apply); and
 - (iv) must use reasonable endeavours to resume deliveries of gas that complies with the Specification and must notify the Receiving Participant as soon as reasonably practicable after those deliveries resume.
- (e) The Receiving Participant may, at any time after accepting (or being deemed to accept) delivery of Off-Specification Gas, notify the Delivering Participant that it rejects further deliveries of Off-Specification Gas from a time specified in the notice (not earlier than 2 hours after giving the notice). The Receiving Participant must endeavour to give as much notice as reasonably practicable.
- (f) Notwithstanding any other provision of this clause, if the Gas Transporter rejects delivery or receipt of Off-Specification Gas at the Delivery Point, the Receiving

- Participant is automatically taken to have rejected that Off-Specification Gas and must notify the Delivering Participant as soon as reasonably practicable.
- (g) If the Receiving Participant rejects, or is taken to have rejected, delivery or further delivery of Off-Specification Gas:
- (i) the Delivering Participant must use reasonable endeavours to prevent delivery of Off-Specification Gas (subject to paragraph (ii)) and to resume delivery of gas that complies with the Specification as soon as reasonably practicable;
 - (ii) the Receiving Participant must use reasonable endeavours to prevent acceptance of Off-Specification Gas at the Delivery Point;
 - (iii) the Delivering Participant must notify the Receiving Participant as soon as reasonably practicable of the Gas Day and time when deliveries of that gas will resume;
 - (iv) any Off-Specification Gas tendered for delivery is not taken to be gas delivered by the Delivering Participant in accordance with this Agreement, and the parties have the same rights and liabilities as they would have under clauses 14.3(e) and 14.3(f) in respect of a failure to deliver that quantity of gas; and
 - (v) except as provided in paragraph (iv), the Delivering Participant is not liable for any loss, damage, costs or expenses arising out of the receipt of Off-Specification Gas by the Receiving Participant, unless and to the extent that:
 - (A) the Off-Specification Gas was delivered as a result of the Delivering Participant's wilful default; or
 - (B) the Delivering Participant receives a payment by way of damages or indemnity from a gas supplier or transporter relating to that quantity of Off-Specification Gas.
- (h) If Off-Specification Gas tendered by the Delivering Participant passes the Delivery Point before the time at which the Receiving Participant accepts or rejects, or is taken to have accepted or rejected, that Off-Specification Gas under this clause 14.5.4:
- (i) the relevant quantity of Off-Specification Gas is taken to have been delivered by the Delivering Participant in accordance with this Agreement; and
 - (ii) the Delivering Participant must reimburse the Receiving Participant for any amount payable to the Gas Transporter in accordance with the Receiving Participant's Gas Transportation Agreement in respect of the delivery of that quantity of Off-Specification Gas; but
 - (iii) the liability of the Delivering Participant under paragraph (ii) is limited to the amount for which it would have been liable under clause 14.3(e) or 14.3(f) if it had failed to deliver that quantity of gas, unless and to the extent that:
 - (A) the Off-Specification Gas was delivered as a result of the Delivering Participant's wilful default; or

- (B) the Delivering Participant receives a payment by way of damages or indemnity from a gas supplier or transporter relating to that quantity of Off-Specification Gas.

14.5.5 Exclusion of warranties

Except as expressly set out in this agreement, each of the Receiving Participant and the Delivering Participant expressly disclaims, to the fullest extent permitted by law, any warranties, written or oral, express or implied, including without limitation any warranty as to quality, merchantability, or fitness for any particular purpose of any gas.

14.6 Measurement

- (a) Each Delivering Participant must procure the measurement of quantities of gas delivered at the Delivery Point, and use all reasonable endeavours to procure that the Gas Transporter at the Delivery Point gives the Receiving Participant access to the measurement data.
- (b) Subject to any obligations of confidentiality owed to another person, the Delivering Participant and the Receiving Participant must share all information available to them in relation to the determination of delivered quantities under this agreement.
- (c) The rights of a Trading Participant to request the testing of the accuracy of any measuring equipment used at the Delivery Point shall be governed by the terms of the Gas Transportation Agreement between that Trading Participant and the Gas Transporter.
- (d) Each Trading Participant must use commercially reasonable efforts to ensure that the measuring equipment used to measure the quantity of gas delivered at the Delivery Point is within the range of accuracy required by the Gas Transportation Agreement to which it is a party.
- (e) If, as a result of measuring equipment being found to be inaccurate, quantities of gas delivered at any Delivery Point are corrected or revised, then:
 - (i) the Delivering Participant must notify the Receiving Participant;
 - (ii) the Delivering Participant and the Receiving Participant must notify that change to the Operator in accordance with this agreement; and
 - (iii) any adjustments to statements under this agreement as a result of such revisions will be governed by clause 18.

14.7 Delivery Netting

14.7.1 Application

- (a) The remainder of this clause 14.7 (other than this paragraph (a)), takes effect only on the commencement date of either:
 - (i) regulations made under the Corporations Act; or
 - (ii) one or more class orders made by the Australian Securities and Investments Commission,

which, in either case, have the effect that neither the Operator nor Trading Participants are required to obtain a licence under Chapter 7 of the Corporations Act to exercise their rights and perform their obligations under this agreement in respect of Transactions for Physical Gas Products where Delivery Netting applies.

- (b) In respect of any Gas Day that commences on or after the date in paragraph (a) and a particular Trading Location, subject to clause 14.7.3, Delivery Netting applies to Transactions:
 - (i) in respect of Products to which Delivery Netting is specified to apply in the Product Specification;
 - (ii) for delivery at that Delivery Point and for which the Delivery Period includes, or comprises, that Gas Day.
- (c) For the purposes of this clause, each Forward Gas Transaction described in paragraph (b) is a '**Relevant Transaction**'.

14.7.2 Scheduling

- (a) For each Gas Day and Trading Location, the Operator must determine, for each Trading Participant under a Relevant Transaction, the Trading Participant's aggregate net trading position, which may be positive, negative or zero.
- (b) The aggregate net trading position for a Trading Participant for a Gas Day for a Trading Location is equal to:
 - (i) the Transaction Quantity for all Relevant Transactions (for that Trading Location) for which the Trading Participant is a Buyer; less
 - (ii) the Transaction Quantity for all Relevant Transactions (for that Trading Location) for which the Trading Participant is a Seller.
- (c) For each Gas Day, and for each Trading Location, the Operator must determine a delivery schedule that includes:
 - (i) one or more delivery pairs, each comprising two Trading Participants, as follows:
 - (A) one must be Trading Participant with a negative aggregate net trading position for the Trading Location (**Delivering Participant**);
 - (B) the second must be a Trading Participant with a positive aggregate net trading position for the Trading Location (**Receiving Participant**); and
 - (ii) the Delivery Quantity for each delivery pair; and
 - (iii) the Delivery Point at which that quantity is to be delivered and accepted (being a Delivery Point specified by the Delivering Participant as Seller under one or more Relevant Transactions in respect of an aggregate quantity not exceeding the scheduled Delivery Quantity).
- (d) A delivery schedule can include a Trading Participant as a member of more than one delivery pair for any Trading Location. The delivery pairs are not required to

comprise the Trading Participants who submitted the Orders that resulted in the same Relevant Transaction.

- (e) The Operator must ensure that, under the delivery schedule for each Trading Location, the sum of the Delivery Quantities for each Trading Participant in a delivery pair matches its aggregate net trading position.
- (f) Subject to clause 14.7.3, the Operator must give each Trading Participant in a delivery pair for Gas Day D the information in the delivery schedule for that delivery pair as soon as practicable after the end of Trading Hours on D-2.

14.7.3 Failure to complete Delivery Netting

- (a) If the Operator is unable to provide Delivery Netting information for a Gas Day D and Trading Location under clause 14.7.2(f) by midnight on D-2:
 - (i) Delivery Netting will not apply to Relevant Transactions for that Gas Day and Trading Location; and
 - (ii) at that time, the Operator must give each party to a Relevant Transaction a delivery schedule setting out its Delivery Quantities and counterparties for the Gas Day and Trading Location, being the Transaction Quantities and counterparties under each of its Relevant Transactions.
- (b) If the Operator is unable to make a delivery schedule available under either clause 14.7.2 or paragraph (a) by midnight on D-2, each Relevant Transaction is taken to be void immediately after that time, but only to the extent of the parties' obligations to deliver, receive and pay for Physical Gas on the relevant Gas Day.

15 Delivery Quantities for Settlement of Physical Gas Transactions

15.1 Application

This clause 15 applies to Physical Gas Transactions.

15.2 Notification of delivered quantities

- (a) The Delivering Participant and the Receiving Participant in respect of a Delivery Quantity for delivery on a Gas Day may, at any time before:
- (i) 9:00am on the 14th Business Day after the end of the Billing Period in which the Gas Day falls (for a Final Statement); or
 - (ii) 9:00am on the 1st Business Day of the 4th Billing Period after the Billing Period in which the Gas Day falls (for a Revised Statement),
- notify the Operator of the quantity of gas actually delivered and accepted on that Gas Day.
- (b) A notice under paragraph (a) supersedes any previous notice in respect of the same Delivery Quantity and must set out, in the form specified by the Operator:
- (i) the quantity of gas delivered and accepted on that Gas Day;
 - (ii) the party responsible for any variation from the Delivery Quantity (Receiving Participant over or under receipt, Delivering Participant over or under delivery) or that neither party is responsible; and
 - (iii) if the Delivering Participant or the Receiving Participant was relieved of its obligation to deliver or accept the Delivery Quantity as a result of Force Majeure in accordance with clause 25, the extent of that relief.
- (c) Unless otherwise agreed by the Delivering Participant and Receiving Participant, a party is 'responsible' for a variation if it has failed to comply with its obligations under clause 14 in respect of the delivery or acceptance (as applicable) of the Delivery Quantity, except to the extent that the party is excused from compliance with those obligations by reason of Force Majeure under clause 25.2.
- (d) If a notice under paragraph (a) from either the Delivering Participant or the Receiving Participant has not been confirmed by a matching notice from the other party by the time specified in paragraph (a), the Operator must disregard that notice.

15.3 Delivery Variance Quantities

The Operator will assume that the Delivery Quantity was made available for delivery by the Delivering Participant and accepted by the Receiving Participant, unless otherwise notified in accordance with clause 15.2, in which case:

- (a) the Delivering Participant has a Delivery Variance Quantity (in GJ) equal to the Delivery Quantity less the delivered quantity notified under clause 15.2(b)(i); and

(b) the Receiving Participant has a Delivery Variance Quantity (in GJ) equal to the delivered quantity notified under clause 15.2(b)(i) less the Delivery Quantity, and, for the avoidance of doubt, a Delivery Variance Quantity may be positive or negative.

Note: The National Gas Rules provide for the determination of amounts payable in respect of Delivery Variance Quantities, which are payable as part of the Settlement Amount for a Trading Participant.

16 Reallocation

16.1 Reallocation Procedures

- (a) The Operator must develop and publish procedures (**Reallocation Procedures**) on its website, to enable Market Participants to create and record Reallocation Requests and describe the process for effecting Reallocations under this agreement.
- (b) The Operator may from time to time amend or replace the Reallocation Procedures after consulting with Market Participants using the process applicable to proposed amendments to this agreement under clauses 3.3 to 3.5.
- (c) The Operator is not required to meet its obligations under this clause 16 in any way which increases the Operator's risks in the collection of monies owed to it under or in respect of this agreement.

16.2 Request and registration

- (a) A Reallocation is initiated by a Reallocation Request lodged with the Operator by or on behalf of two Market Participants who have satisfied all eligibility requirements under the Reallocation Procedures, which may include entering into an agreement with the Operator in respect of the Reallocation process.
- (b) A Reallocation Request must contain the information required by the Reallocation Procedures and be lodged with the Operator in accordance with the Reallocation Procedures.
- (c) The Operator may refuse to register a Reallocation Request if:
 - (i) a Default Event has occurred and is subsisting in respect of either of the parties to that request; or
 - (ii) either party would be in breach of any applicable prudential requirements under clause 9 if the request were registered.
- (d) Otherwise, the Operator must register a valid Reallocation Request within the time specified in the Reallocation Procedures and may impose conditions on registration as contemplated by the Reallocation Procedures.

16.3 Reallocations

- (a) The Operator must effect a Reallocation in accordance with a registered Reallocation Request in respect of each Gas Day to which that request relates. Where there is a registration of the Reallocation Request in respect of the Gas Day and that Gas Day has occurred, then a Reallocation occurs in accordance with that Reallocation Request.
- (b) The Operator must include details of Reallocation Transactions in the Settlement Statements issued to the parties to those Reallocation Transactions.

16.4 Reversal and Deregistration

- (a) The parties to a Reallocation Request may reverse the effect of that request by lodging a new Reallocation Request in accordance with the Reallocation Procedures.
- (b) The Operator may deregister a Reallocation Request in respect of a Gas Day that has not yet occurred if:
 - (i) either of the parties to that request fails to comply with any conditions imposed by the Operator in respect of the Reallocation Request at the time it was registered;
 - (ii) either of the parties is in breach of the prudential requirements applicable to it under clause 9; or
 - (iii) a Default Event occurs and is subsisting in respect of either of the parties.
- (c) The Operator may only deregister a Reallocation Request in accordance with the Reallocation Procedures and, in deciding to exercise its discretion under paragraph (b), must have regard to the effect of deregistration on the Prudential Exposure of any Market Participant.
- (d) On deregistration of a Reallocation Request, it ceases to have effect (and no further Reallocations will occur) in respect of any Gas Day starting at or after the time of deregistration.

16.5 Effect on Prudential Exposure

In addition to any other right the Operator may exercise following a Default Event, upon deregistration of a Reallocation Request the Operator may recalculate the Prudential Exposure for either or both of the parties to the Reallocation Request.

17 Settlements

17.1 Scope

The Operator must manage Settlements in accordance with this clause 17.

17.2 Settlement Facilities

- (a) Subject to paragraph (b), the Operator and all Market Participants must use the Austraclear electronic cash transfer system for the payment of amounts specified in Final Statements.
- (b) The Operator must ensure that an electronic funds transfer facility is made available to all Members and the Operator for use:
 - (i) if the Austraclear system is not available for Settlement;
 - (ii) where agreed or determined by the Operator for the payment of ad hoc amounts under this agreement between the Operator and a Trading Participant; or
 - (iii) for the payment by Viewing Participants of amounts invoiced under clause 18.8.

17.3 Calculation of Settlement Amounts

17.3.1 Requirement for Settlements and Prudential Methodology

- (a) The Operator must establish a methodology for the calculation of Settlement Amounts payable under this agreement, together with the calculation of Prudential Exposure under clause 9.4.1 (**Settlements and Prudential Methodology**).
- (b) The Settlements and Prudential Methodology may be contained in the same document as the Rules Methodology.
- (c) The Operator may amend the Settlements and Prudential Methodology after consulting with Market Participants using the process applicable to proposed amendments to this agreement under clauses 3.3 to 3.5.
- (d) If the Settlements and Prudential Methodology is contained in the same document as the Rules Methodology, the Operator must also comply with any additional requirements in the National Gas Rules applicable to the amendment of the Rules Methodology.

17.3.2 Definitions

The terms set out in the table below have the meanings given to them in the table.

Term	Definition
Close Out Amount	An amount payable by or to a Trading Participant in respect of a Close Out Quantity in respect of a Gas Day, calculated in accordance with the Rules Methodology.
Delivery Variance Amount	An amount payable by or to a Delivering Participant or a Receiving Participant in respect of its Delivery Variance Quantities in respect of a Gas Day, calculated in accordance with the Rules Methodology.
Offset Amount	An amount payable by or to a defaulting Trading Participant in respect of an Offset Quantity in respect of a Gas Day, calculated in accordance with the Rules Methodology.
Physical Gas Amount	An amount payable in respect of a Gas Day, representing the Transaction Price multiplied by the Transaction Quantity under all Physical Gas Transactions for which the Delivery Period includes all or part of that Gas Day, where the Trading Participant is the Buyer (in which case the amount is payable by the Trading Participant to the Operator) or the Seller (in which case the amount is payable by the Operator to the Trading Participant).
Reallocation Amount	An amount representing the Dollar Reallocation Amounts and the amounts payable for Energy Reallocation Quantities debited to a Market Participant (in which case the amount is payable by the Market Participant to the Operator) or credited to a Market Participant (in which case the amount is payable by the Operator to the Market Participant) in respect of a Gas Day.
Settlement Amount	A net aggregate amount for a Market Participant in respect of a Billing Period – see clause 17.3.3(b).

17.3.3 Required content and principles for determining Settlement Amounts

- (a) The Settlements and Prudential Methodology must set out a detailed calculation methodology, which may take the form of equations, to be applied in determining, for each Market Participant:
 - (i) the Physical Gas Settlement Amounts, Reallocation Settlement Amounts, Offset Amounts and Exchange Fees referable to each Gas Day in a Billing Period;
 - (ii) the Settlement Amount for a Billing Period.
- (b) The Settlement Amount for a Market Participant for a Billing Period is to be calculated as the amount payable by the Operator to the Market Participant, or by the Market Participant to the Operator, after aggregating and netting its Physical Gas Amounts, Reallocation Amounts, Delivery Variance Amounts, Offset Amounts, Close Out Amounts and Exchange Fees for each Gas Day in the Billing Period, and any other amounts payable by or to that Market Participant in relation to the Exchange for the Billing Period.

18 Billing and Payment

18.1 Final Statements

- (a) For the purposes of preparing Final Statements, the cut-off time for Trading Participants to provide the Operator with information relating to obligations performed under Transactions in a Billing Period is 9:00am on the 14th Business Day after the end of that Billing Period.
- (b) By the 15th Business Day after the end of each Billing Period, the Operator must make available to each Market Participant a Final Statement stating the net amount payable by or to that participant on the payment date for that Final Statement, being the Settlement Amount for that Billing Period, adjusted by:
 - (i) any adjustments payable under clause 18.6 in respect of a previous Billing Period; and
 - (ii) the application of any security deposit balance under clause 9.3(d).
- (c) Each Final Statement must be accompanied by supporting data that is sufficient to enable each Market Participant to audit the calculation of the net amount payable.
- (d) If the net amount payable by or to a Market Participant for a Billing Period is less than \$10, that amount is taken to be zero (that is, no payment is to be made by or to the Operator).

18.2 Payment obligations

- (a) By 12 noon on the 17th Business Day after the end of a Billing Period or 12 noon on the 2nd Business Day after a Final Statement is made available under clause 18.1, whichever is the later, each Market Participant must pay to the Operator in cleared funds the net amount stated to be payable to the Operator by that participant in its Final Statement, whether or not the Market Participant disputes the amount payable.
- (b) By 2:00pm on the payment date under paragraph (a), the Operator must pay to each Market Participant in cleared funds the net amount stated to be payable to that participant in its Final Statement, if at that time the maximum total payment determined under clause 18.7(a) is not less than the aggregate of the net amounts payable to all Market Participants.
- (c) If the maximum total payment determined under clause 18.7(a) as at 2:00pm on the payment date under clause 18.2 is less than the aggregate of those net amounts, the Operator must pay to each Market Participant the reduced amount determined under clause 18.7(c) by 4:00pm on the same date.
- (d) If the Operator receives payments in respect of Final Statements from Market Participants after 2:00pm on the payment date under clause 18.2, the Operator must pay the sum of those payments received (including amounts received in respect of interest) as soon as reasonably practicable to those Market Participants whose net payment amounts were reduced under clause 18.7(c), in the proportions in which those amounts were reduced.

- (e) The Operator and each Market Participant must submit any matching receipt details required to enable another party to make a payment under this clause through the Austraclear system.

18.3 Settlement queries on Final Statements

A Market Participant may notify the Operator of a query concerning the net amount payable in a Final Statement before the cut-off time for Revised Statements under clause 18.4(a), and the Operator and the Market Participant must each use reasonable endeavours to resolve that query before that cut-off time.

18.4 Revised Statements

- (a) For the purposes of preparing Revised Statements, the cut-off time for Trading Participants to provide the Operator with information relating to obligations performed under Transactions in a Billing Period is 9:00am on the 1st Business Day of the 4th Billing Period after the end of that Billing Period.
- (b) By the 2nd Business Day of the 4th Billing Period after each Billing Period, the Operator must make available to each Market Participant a Revised Statement in respect of that Billing Period, based on the most recent information provided to the Operator as at the cut-off time under paragraph (a) and taking into account the outcome of any disputes resolved in respect of the Final Statement for that Billing Period.
- (c) Each Revised Statement (including any further Revised Statement issued under clause 18.5) must:
 - (i) set out the revised amounts payable by or to the Market Participant for the relevant Billing Period;
 - (ii) set out the amount of the adjustment to the net amount payable under the Final Statement for that Billing Period, plus interest at the Interest Rate, calculated as simple interest on a daily basis, for the period commencing on the day after the payment date for that Final Statement and ending on the payment date applicable to the Revised Statement, but taking into account any adjustments previously made as a result of an earlier Revised Statement for the same Billing Period; and
 - (iii) include supporting data that is sufficient to enable each Market Participant to audit the calculation of any adjustment to its net amount payable.

18.5 Disputes on Revised Statements

- (a) A dispute in respect of the net amount payable for a Billing Period after adjustment in accordance with a Revised Statement:
 - (i) may only be raised on the basis that the Operator has made an error in calculation or has not used the correct information validly provided to it in accordance with this agreement; and

- (ii) must be notified by the relevant Market Participant to the Operator under clause 21 within 30 Business Days after the date on which the Operator made the Revised Statement available to the Market Participant.
- (b) To avoid doubt, a Revised Statement cannot be disputed, and the relevant net amount payable will not be revised, on the basis that the information provided to the Operator under clause 18.4(a) contained an error. Nothing in this clause prevents a Trading Participant from initiating a dispute with any other Trading Participant under clause 21 in relation to a Transaction.
- (c) If a dispute under this clause is resolved in a way that causes the adjusted net amount payable for a Billing Period to differ from the amount calculated under the disputed Revised Statement, the Operator must, within 5 Business Days of the resolution of that dispute, make a further Revised Statement available to each Market Participant affected by the resolution of the dispute.

18.6 Payment of adjustments

- (a) Payment of an adjustment under a Revised Statement is due on the next Final Statement payment date which occurs 10 or more Business Days after the date on which that Revised Statement is made available to the Market Participant.
- (b) The Operator must apply the adjustment to the net amount stated to be payable to or by the Market Participant in respect of the relevant Final Statement on the payment date, and for the avoidance of doubt clause 18.2 applies to the payment of adjustments.

18.7 Maximum total payment in respect of a Billing Period

- (a) For the purposes of this clause 18, the **maximum total payment** by the Operator in respect of a Billing Period is equal to:
 - (i) the aggregate of the amounts received or applied by the Operator in respect of Market Participants by 2:00pm on the relevant payment date for that Billing Period; plus
 - (ii) if one or more Market Participants are in default, the aggregate amount which the Operator is able to obtain by that time from the Credit Support provided in respect of those Market Participants under this agreement; less
 - (iii) the aggregate of the amounts applied in accordance with paragraph (b).
- (b) Any payment received or applied by the Operator in respect of a Market Participant for a Billing Period is taken to be made, and may be applied by the Operator, in satisfaction of the Exchange Fees payable to the Operator by that Market Participant (as specified in the relevant final or Revised Statement issued to that Market Participant) before it is applied by the Operator in satisfaction of any other obligation or liability.
- (c) If the maximum total payment in respect of a Billing Period is not sufficient to meet the aggregate of the net amounts payable by the Operator to each of the Market Participants to whom payments are to be made in respect of the Billing Period,

then the amount payable by the Operator to each relevant Market Participant in respect of that Billing Period is reduced by applying the following formula:

$$AAP = SAP * (A/B)$$

where:

AAP is the reduced amount payable by the Operator to the relevant Market Participant in respect of the relevant Billing Period;

SAP is the net amount that would have been payable to the relevant Market Participant for the relevant Billing Period but for the application of this rule.

A is the maximum total payment in respect of the Billing Period; and

B is the aggregate of the net amounts payable by the Operator to Market Participants under this clause in respect of the Billing Period.

18.8 Payment by Other Members

- (a) The Operator must invoice each Viewing Participant for Exchange Fees and any other amounts payable by that Viewing Participant to the Operator under this agreement from time to time.
- (b) Amounts invoiced under paragraph (a) are due for payment on the date specified in the invoice, which must not be less than 20 Business Days after the date of the invoice.

18.9 Interest on overdue amounts

- (a) A Market Participant must pay interest on any unpaid moneys due and payable by it under this agreement at the Interest Rate, calculated as simple interest on a daily basis, for the period commencing on the date payment was due and ending on the date payment is made.
- (b) The Operator must pay interest on any unpaid moneys due and payable by it under this agreement at the Interest Rate, calculated as simple interest on a daily basis, for the period commencing on the date payment was due and ending on the date payment is made.

18.10 Application of GST

- (a) In this clause, the terms “adjustment event”, “GST”, “GST law”, “recipient”, “recipient created tax invoice”, “supply”, “supplier”, “tax invoice” and “taxable supply” have the meanings given to them in the *A New Tax System (Goods and Services) Tax Act 1999* of the Commonwealth (**GST Act**).
- (b) All monetary amounts payable determined, published or notified under, or referred to in, this agreement (including Exchange Fees) exclude GST.
- (c) A Settlement Statement or invoice issued in relation to a taxable supply made under or in connection with this agreement must set out the amount of GST in respect of that supply.

- (d) If a party (**the supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this agreement, the recipient must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (**GST gross-up**). Notwithstanding any other clause in this agreement, GST is only payable subject to the provision of a valid tax invoice or recipient created tax invoice (as applicable).
- (e) For the purposes of Subdivision 153-B of the GST Act, this agreement constitutes an arrangement under which, on behalf of Market Participants, the Operator is facilitating supply and acquisition of gas and related products and services to and from other Market Participants, including by receiving and making payments on its own account as provided for in this agreement. Market Participants and the Operator agree that:
- (i) Market Participants will be treated under GST law as making supplies to the Operator to the extent that Market Participants are Sellers in respect of Transactions (including, where Delivery Netting applies, as Delivering Participants in respect of Delivery Quantities) and Market Participants will not issue tax invoices and adjustment notes to other Market Participants with respect to those supplies;
 - (ii) the Operator will be treated under GST law as making supplies to Market Participants to the extent that Market Participants are Buyers in respect of Transactions (including, where Delivery Netting applies, as Receiving Participants in respect of Delivery Quantities) and the Operator will issue tax invoices and adjustment notes in its own name to those Market Participants; and
 - (iii) the Operator and each Market Participant must be and remain registered for GST.
- (f) If a GST gross-up is payable, then:
- (i) the Operator will issue a recipient created tax invoice to Market Participants who are treated under GST law as making a supply to the Operator;
 - (ii) subject to the recipient created tax invoice agreement between the Operator and each Market Participant, the supplier must give the recipient a tax invoice for the supply (including when the Operator is treated under GST law as making a supply); and
 - (iii) a tax invoice or recipient created tax invoice issued by the Operator may be in the form of the Settlement Statement.
- (g) If any payment to be made to a party under or in connection with this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any GST gross-up.
- (h) If an adjustment event has occurred in respect of a supply made under or in connection with this agreement and is not otherwise taken into account in the

calculation of Settlement Statements, any party that becomes aware of the occurrence of that adjustment event must notify the Operator (or in the case of the Operator, the affected parties) as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST, is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.

- (i) Nothing in this clause 18.10 constitutes the Operator the agent of any Market Participant for the purposes of this agreement.

19 Suspension of Access to Trading System (Trading Halt)

19.1 Suspension Events

Each of the following events is a Suspension Event in relation to a Member:

- (a) the Operator has issued a Margin Call to that Member which remains outstanding;
- (b) there has been a material breach by the Member of any provision of the agreement which the Operator has by notice to the Member required the Member to remedy and which remains unremedied at the expiry of the period specified in the notice (being not shorter than 2 Business Days); or
- (c) a Default Event has occurred in relation to the Member and is subsisting; or
- (d) the Operator has reasonable grounds to believe the Member is no longer eligible to be a Member or to trade in a Product, and the Member has failed to give the Operator information to verify its continued eligibility within 2 Business Days of the Operator requesting that information from the Member; or
- (e) in respect of any obligation of a Trading Participant to deliver or accept delivery of Physical Gas under this agreement, the Operator has reasonable grounds to believe that the amount of the Delivery Variance Quantity for which that Trading Participant is responsible is equal to 25% or more of the Delivery Quantity, and such an event has occurred on three or more occasions in any rolling six month period without reasonable explanation.

19.2 Reasons for Trading Halt

- (a) Subject to clause 19.4, the Operator may impose a Trading Halt on a Member by suspending or limiting the Member's access to or use of the Trading System:
 - (i) if a Suspension Event has occurred in relation to the Member; or
 - (ii) under another provision of this agreement that allows the Operator to suspend or limit the Member's access to the Trading System; or
 - (iii) at the request of the Australian Energy Regulator in connection with any investigation of an alleged breach of the Market Conduct Rules; or
 - (iv) in order to comply with an order or instruction from any other Authority.
- (b) In determining whether to impose a Trading Halt under paragraph (a)(i) or (ii), the Operator must consider whether there is an increased risk to the market of default or disruption arising from the continued participation of the Member and the extent to which a Trading Halt may mitigate that risk, having regard to all relevant circumstances including:
 - (i) the cause, severity and effect of any applicable Suspension Event;
 - (ii) the steps taken by the Member to remedy the event or circumstances and to prevent reoccurrence;

- (iii) the availability and effectiveness of any other available measures (such as a recalculation of Prudential Exposure) to mitigate any increased risk.

19.3 Effect of Trading Halt

- (a) During a Trading Halt, a Member's access to and use of the Trading System may be suspended in whole or in part, and the Operator may vary the extent of the suspension at any time having regard to subsequent events or circumstances.
- (b) As far as reasonably practicable, the extent of a suspension should be commensurate with the nature and extent of the matter giving rise to the suspension, provided that nothing in this clause requires the Operator to allow a suspended Trading Participant to submit Orders.
- (c) A part suspension includes suspension with respect to the trading of specific Products or with respect to trading only (such that the Member can still view information on the Trading System), or restrictions relating to submission of particular Orders, types of Orders or Reallocation Requests.
- (d) The Operator may:
 - (i) withdraw or cancel any Order submitted by a Trading Participant who is subject to a Trading Halt, whether the Order was submitted before or after the Trading Halt commenced; and
 - (ii) remove any Pre-matched Trades from the Trading System.
- (e) A Member who is subject to a Trading Halt must continue to perform its obligations under this agreement (including its obligations with respect to delivery and payment).

19.4 Notice requirements

The Operator must notify the Member before, or as soon as reasonably practicable after, imposing a Trading Halt or varying the extent of the related suspension, specifying:

- (a) the reason for the Trading Halt;
- (b) the extent of the suspension, including the Product or Products in respect of which the suspension applies; and
- (c) the commencement time of the Trading Halt.

19.5 Resuming access

- (a) Except in circumstances where the Operator has issued a termination notice under clause 20.4, the Operator must permit a Member to resume access to and use of the Trading System as soon as reasonably practicable after the Operator is reasonably satisfied that:
 - (i) the circumstances giving rise to the Trading Halt no longer apply; or
 - (ii) the circumstances, acts or omissions giving rise to the Trading Halt do not warrant continued suspension, and the Member has made reasonable

arrangements to ensure that similar circumstances, acts or omissions will not reoccur.

- (b) The Operator must notify the Member of the date and time at which a Trading Halt ends.
- (c) The Operator may, in accordance with the Settlements and Prudential Methodology, recalculate the Prudential Exposure of a Trading Participant at the commencement of a Trading Halt.

20 Default and termination

20.1 Default Events (Market Participants)

Each of the following events is a Default Event in relation to a Market Participant (as applicable):

- (a) the Market Participant does not pay an amount due for payment by it to the Operator under this agreement, or fails to comply with a Margin Call in accordance with clause 9.4.2, by the appointed time on the due date;
- (b) the Operator does not receive payment in full of any amount claimed by the Operator under any Credit Support in respect of the Market Participant, within 90 minutes after the due time for payment of that claim;
- (c) the Market Participant admits to the AER that it has breached, or is declared by a court to have breached, the Market Conduct Rules, and the Operator reasonably considers that:
 - (i) the breach is ongoing and is likely to have a material adverse effect on trading on the Exchange; and
 - (ii) the Market Participant is unlikely to remedy or remove the circumstances leading to that breach within a reasonable period of time;
- (d) the Market Participant ceases to meet the criteria for registration in the relevant participation category under clause 6;
- (e) a representation made or repeated or deemed to have been made or repeated by the Market Participant under clause 23.2 and 23.3 of this agreement proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;
- (f) the Market Participant or its Credit Support Provider ceases or is likely to cease to carry on its business or a substantial part of its business;
- (g) the Market Participant or its Credit Support Provider enters into or takes any action to enter into an arrangement (including a scheme of arrangement), composition or compromise with, or assignment for the benefit of, all or any class of their respective creditors or members, or a moratorium involving any of them;
- (h) the Market Participant or its Credit Support Provider states that it is unable to pay from its own money its debts as and when they fall due for payment;
- (i) a receiver or receiver and manager is appointed in respect of any property of the Market Participant or its Credit Support Provider;
- (j) an administrator, provisional liquidator, liquidator, trustee in bankruptcy or person having a similar or analogous function is appointed in respect of the Market Participant or its Credit Support Provider;
- (k) an order is made, or a resolution is passed, for winding up the Market Participant or its Credit Support Provider;

- (l) a notice under section 601AB(3) of the Corporations Act is given to the Market Participant or its Credit Support Provider, unless the registration of that Market Participant or Credit Support Provider is reinstated under section 601AH of that Act;
- (m) the Market Participant or its Credit Support Provider dies or is dissolved and the notice of dissolution is not discharged;
- (n) the Market Participant or its Credit Support Provider is taken to be insolvent or unable to pay its debts under any applicable legislation.

20.2 Default Events (Viewing Participants)

Each of the following events is a Default Event in relation to a Viewing Participant:

- (a) the Viewing Participant does not pay an amount due for payment by it to the Operator under this agreement by the appointed time on the due date;
- (b) an event occurs with respect to that that Viewing Participant which would be a Default Event under paragraphs (d) to (n) of clause 20.1 if it occurred in respect of a Market Participant.

20.3 Default Notice

- (a) Where a Default Event has occurred in relation to a Member, the Operator may, in addition to exercising any other rights under this agreement, issue a Default Notice to the Member.
- (b) A Default Notice issued by the Operator under this agreement must specify:
 - (i) the nature of the Default Event; and
 - (ii) the period within which the Member must remedy the Default Event, being 24 hours unless the Operator considers it reasonable to allow a longer remedy period in all the circumstances.
- (c) The Operator must revoke a Default Notice if:
 - (i) the Default Event is remedied within the time specified in the Default Notice; and
 - (ii) there are no other circumstances which would entitle the Operator to issue a Default Notice.

20.4 Consequences of failure to comply with Default Notice

If a Default Event is not remedied by the time specified in the Default Notice, or if the Operator receives notice from the defaulting Member that it is not likely to remedy the Default Event, then the Operator may do any or all of the following:

- (a) give notice to terminate this agreement in respect of the Member under clause 4.3(c), publish a statement on its website that the notice has been given and, if the defaulting Member is a Trading Participant, apply the close out and offset provisions under clause 20.5;

- (b) if it has not already done so, make a claim upon any Credit Support held in respect of the Member in accordance with clause 9.2.5(a), deregister any applicable Reallocation Requests for a Gas Day which has not yet occurred and remove any Pre-matched Trades from the Trading System;
- (c) calculate a provisional statement for the Member in respect of all or any part of its Prudential Exposure and require payment of the amount in the provisional statement within 2 Business Days of the issue of that statement;
- (d) apply any credit balance of the Member in the security deposit account against any provisional statement amount;
- (e) withhold the payment of any amount otherwise due by the Operator to that Member under this agreement until the relevant liabilities of that Member have been finally determined; and
- (f) set off any amount payable by the Operator in respect of a Close Out Quantity against any other amount payable by the Trading Participant to the Operator, whether or not arising under this agreement.

20.5 Close out and offset procedure

20.5.1 General provisions for application of close out and offset

- (a) In this clause 20.5, the **Defaulting Participant** is the Trading Participant in relation to which the Default Event occurred.
- (b) At the time of giving a termination notice to a Defaulting Participant under clause 20.4(a), or as soon as reasonably practicable afterwards, the Operator must give a **Close Out Notice** to the Defaulting Participant that close out and offset will apply to that Trading Participant with effect on and from a Gas Day specified in the Close Out Notice (**Close Out Effective Date**), which must be a Gas Day commencing at or after the time of the Close Out Notice and within 5 Business Days after the termination notice.
- (c) The close out and offset arrangements in this clause apply to, and are to be determined separately in respect of:
 - (i) the Close Out Effective Date and each subsequent Gas Day for which there is a Forward Gas Transaction with a Delivery Period that includes that Gas Day and to which the Defaulting Participant is a party (in this clause 20.5, a **relevant Gas Day**); and
 - (ii) each Trading Location, taking into account Forward Gas for delivery at all Delivery Points comprised in the Trading Location on a relevant Gas Day (other than Pre-matched Trades, which are to be cancelled by the Operator), and a **relevant Transaction** is one which is to be taken into account in accordance with this paragraph (c).
- (d) As soon as practicable after giving a Close Out Notice to a Defaulting Participant, the Operator must inform all other Trading Participants who are parties to relevant Transactions, but any failure or delay in doing so will not affect the application of this clause.

- (e) If there is more than one Defaulting Participant in respect of any relevant Gas Day, the close out and offset arrangements will be applied sequentially for each Defaulting Participant, starting with the Defaulting Participant for whom the Close Out Notice was first given. For this purpose the Operator may modify the arrangements to the extent that the Operator considers fair and reasonable in order to achieve a result which is consistent with the principles underlying this clause 20.5.

20.5.2 Offset Quantity and Close Out Quantity

- (a) The total quantity to be offset for a relevant Gas Day at a Trading Location (**Offset Quantity**) is the lesser of TQS and TQB, where
- TQS is the total of the Transaction Quantities for relevant Transactions in which the Defaulting Participant is the Seller; and
- TQB is the total of the Transaction Quantities for relevant Transactions in which the Defaulting Participant is the Buyer.
- (b) The total quantity which is subject to close out for a relevant Gas Day at a Trading Location (**Close Out Quantity**) is the absolute value of TQS – TQB.

20.5.3 Offset and close out for net receipts

- (a) This clause 20.5.3 applies for a relevant Gas Day at a Trading Location only if the Offset Quantity is equal to TQS. TQS and TQB have the meanings set out in clause 20.5.2(a) when used in this clause.
- (b) The Operator must calculate a sell reduction factor (SRF) for the Gas Day and Trading Location as follows:
- $$\text{SRF} = \text{Close Out Quantity} / \text{TQB}.$$
- (c) For each relevant Transaction for which the Defaulting Participant is the Buyer:
- TQR is the reduction to the Transaction Quantity made in respect of the Seller, equal to the Transaction Quantity multiplied by SRF and rounded to the nearest whole GJ; and
- ATQ is the Transaction Quantity in respect of the Seller after adjustment, equal to the original Transaction Quantity less TQR.
- (d) For each Transaction referred to in clause 20.5.3(c):
- (i) the obligation of the Seller to deliver the Transaction Quantity is terminated and replaced by an obligation to deliver a Delivery Quantity equal to ATQ on the same Gas Day, subject to clause 20.5.6;
 - (ii) the Transaction Quantity to be used for Settlement purposes for that Gas Day will be equal to ATQ; and
 - (iii) the obligations of the Defaulting Participant to accept delivery of the Transaction Quantity on that Gas Day and to pay the Operator for the corresponding Commodity are terminated.

- (e) For each relevant Transaction in which the Defaulting Participant is the Seller:
 - (i) the obligation of the Defaulting Participant to make the Transaction Quantity available for Delivery on that Gas Day and the obligation of the Operator to pay the Defaulting Participant for the corresponding Commodity are terminated; and
 - (ii) the Buyer must accept delivery of the Transaction Quantity on that Gas Day in the manner provided for in clause 20.5.6.

20.5.4 Offset and close out for net deliveries

- (a) This clause 20.5.4 applies for a relevant Gas Day at a Trading Location only if the Offset Quantity is equal to TQB. TQS and TQB have the meanings set out in clause 20.5.2(a) when used in this clause.
- (b) The Operator must calculate a buy reduction factor (BRF) for the relevant Gas Day and Trading Location as follows:
$$\text{BRF} = \text{Close Out Quantity} / \text{TQS}$$
- (c) For each relevant Transaction in which the Defaulting Participant is the Seller:
 - TQR is the reduction to the Transaction Quantity made in respect of the Buyer, equal to the Transaction Quantity multiplied by BRF, rounded to the nearest whole GJ; and
 - ATQ is the Transaction Quantity in respect of the Buyer after adjustment, equal to the original Transaction Quantity less TQR.
- (d) For each Transaction referred to in clause 20.5.4(c):
 - (i) the obligation of the Buyer to accept delivery of the Transaction Quantity is terminated and replaced by an obligation to accept delivery of a Delivery Quantity equal to ATQ on the same Gas Day, subject to clause 20.5.6;
 - (ii) the Transaction Quantity to be used for Settlement purposes for that Gas Day will be equal to ATQ; and
 - (iii) the obligation of the Defaulting Participant to make the Transaction Quantity available for delivery on that Gas Day and the obligation of the Operator to pay the Defaulting Participant for the corresponding Commodity are terminated.
- (e) For each relevant Transaction in which the Defaulting Participant is the Buyer:
 - (i) the obligations of the Defaulting Participant to accept delivery of the Transaction Quantity and to pay the Operator for the corresponding Commodity are terminated; and
 - (ii) the Seller must deliver the Transaction Quantity on that Gas Day in the manner provided for in clause 20.5.6.

20.5.5 Acknowledgment

If an Offset Amount or Close Out Amount is payable in respect of a Defaulting Participant in relation to a Transaction, and that amount is paid by or set off in respect of that Defaulting Participant in Settlement, the other party to that Transaction has no claim or remedy against the Defaulting Participant under this agreement referable to the same Transaction.

20.5.6 Delivery of Offset Transactions

- (a) For each relevant Gas Day, the delivery or receipt obligations of each party to a relevant Transaction (other than the Defaulting Participant), as adjusted under clause 20.5.3 or 20.5.4, are to be included in Delivery Netting where it applies to the relevant Transaction.
- (b) Where Delivery Netting does not apply to a relevant Transaction, or the Operator does not complete Delivery Netting for the applicable Trading Location and Gas Day, the Operator must determine an offset delivery schedule to provide for delivery of the Offset Quantity at each Trading Location, in accordance with the following principles:
 - (i) the Operator will determine a set of delivery pairs, each comprising one Seller and one Buyer, and will allocate a portion of the Offset Quantity to each delivery pair;
 - (ii) the Transaction Quantity in a relevant Transaction can be allocated across more than one delivery pair;
 - (iii) the quantity allocated to each delivery pair (the **Offset Transaction Quantity**) must be to the nearest whole GJ; and
 - (iv) the offset delivery schedule should not require any Trading Participant to deliver, or accept delivery of, a quantity of gas at a Trading Location on any Gas Day that is greater than the quantity that (but for offset and close out) it would otherwise have been required to deliver or accept.
- (c) As soon as reasonably practicable after determining an offset delivery schedule for a relevant Gas Day at a Trading Location, the Operator must notify the following information to each Trading Participant (other than the Defaulting Participant) that is a party to a relevant Transaction:
 - (i) the delivery pairs to which the Trading Participant has been allocated as Buyer or Seller;
 - (ii) the identity of the other Trading Participant in each such delivery pair;
 - (iii) for each delivery pair, the Offset Transaction Quantity and the Delivery Point
- (d) Where the Operator has notified a Trading Participant that it is part of a delivery pair, that Trading Participant must make the Offset Transaction Quantity available for delivery, or accept delivery of that quantity (as applicable) in accordance with clauses 14 and 15 of this agreement, and for those purposes:

- (i) the Offset Transaction Quantity is taken to be the Delivery Quantity;
- (ii) the Seller in a delivery pair is taken to be the Delivering Participant; and
- (iii) the Buyer in a delivery pair is taken to be the Receiving Participant.

20.5.7 Worked example of close out and offset

- (a) M is in default. Gas Day D+2 is determined to be the Close Out Effective Date. For that Gas Day the Operator identifies the following transactions due for delivery at the QGP Trading Location:
 - (i) Transaction 1: N as Seller to deliver 8 TJ to M as Buyer at \$5/GJ
 - (ii) Transaction 2: O as Seller to deliver 12 TJ to M as Buyer at \$6/GJ
 - (iii) Transaction 3: M as Seller deliver 4 TJ to P as Buyer at \$4/GJ
 - (iv) Transaction 4: M as Seller to deliver 6 TJ to Q Buyer at \$6/GJ.
- (b) Operator determines Offset Quantity and Close Out Quantity (clause 20.5.2):
 - (i) TQS under Transactions 3 and 4 equals 10 TJ, TQB under Transactions 1 and 2 equals 20TJ
 - (ii) Offset Quantity is the lesser of the two, ie 10 TJ
 - (iii) Close Out Quantity is the absolute value of TQS-TQB, ie 10 TJ.
- (c) Operator determines adjusted Transaction Quantities (clause 20.5.3 or 20.5.4):
 - (i) M is a net Buyer, therefore clause 20.5.3 applies
 - (ii) SRF is 10/20 (0.5)
 - (iii) Transaction 1: N's Transaction Quantity is adjusted down to 4 TJ, leaving 4 TJ to be closed out
 - (iv) Transaction 2: O's Transaction Quantity is adjusted down to 6 TJ, leaving 6 TJ to be closed out. M's obligations under the Transaction are terminated
 - (v) Transactions 3 and 4: No change for P and Q Transaction Quantities
 - (vi) M's obligations and rights in respect of delivery and payment under all 4 Transactions are terminated.
- (d) If no Delivery Netting, Operator determines offset delivery schedule
 - (i) Offsetting Sellers: N (for 4 TJ) and O (for 6 TJ)
 - (ii) Offsetting Buyers: P for 4 TJ and Q for 6 TJ
 - (iii) Delivery pairs are: N to deliver 4 TJ to P and O to deliver 6 TJ to Q.

21 Dispute Resolution

21.1 Dispute notice

If any dispute arises between two or more parties (**Disputing Parties**) in connection with this agreement, the party requiring it to be resolved must promptly give each other Disputing Party written notice giving details of the dispute.

21.2 Negotiation period

- (a) Within 10 Business Days of a Disputing Party receiving a dispute notice under clause 21.1 or such longer period agreed by the Disputing Parties, a senior executive of each Disputing Party with authority to resolve the dispute must meet and, in good faith, attempt to resolve the dispute by negotiation.
- (b) If the Disputing Parties are unable to reach a resolution of the dispute by negotiation within a period of 10 Business Days, then any Disputing Party may by notice in writing to the other given at any time after the negotiation period, bring the good faith negotiation period to an end.

21.3 Urgent relief

- (a) Nothing in this agreement denies any party the right to seek injunctive or declaratory relief from an appropriate court where failure to obtain that relief would cause irreparable damage to the party concerned.
- (b) The dispute resolution procedures in this clause do not apply to impair, delay or otherwise prejudice the exercise by a party of its rights under this agreement (including without limitation any right of termination).

21.4 Alternative dispute resolution

- (a) The Disputing Parties may agree to seek to have the dispute resolved by mediation. In that case, within five Business Days of reaching that agreement, the Disputing Parties must refer the matter to a mutually agreed mediator, or failing agreement to a mediator appointed at the request of any Disputing Party by the Institute of Arbitrators and Mediators Australia.
- (b) The mediation will be conducted in accordance with the procedures determined by the mediator. The mediator must determine who will bear the liability for the mediator's fees and the disbursements and other costs of the mediation which must be paid accordingly.

21.5 Nomination disputes

The Disputing Parties must pay the costs, if any incurred by the Operator in connection with the resolution of any dispute between Trading Participants as to the quantity of gas delivered or accepted in equal shares or in the shares determined under the dispute resolution process for that dispute.

22 Confidentiality

22.1 Definition of Confidential Information

Confidential Information means information, of whatever kind, provided to a Member or to the Operator under or in connection with this agreement that is, and remains, of a confidential or commercially sensitive nature.

22.2 Obligations of confidentiality

- (a) A party must, in relation to the Confidential Information of another party:
 - (i) keep confidential any Confidential Information that comes into the party's possession or control in the course of performing the party's obligations or exercising its rights under this agreement;
 - (ii) not disclose Confidential Information except as permitted or required by this agreement;
 - (iii) only use or reproduce Confidential Information for the purpose for which it was disclosed or another purpose contemplated by this agreement; and
 - (iv) not permit, and use all reasonable endeavours to prevent, unauthorised access to Confidential Information.
- (b) In respect of Confidential Information that is also protected information within the meaning of section 91G of the National Gas Law, each Member consents to the disclosure of that Confidential Information by the Operator as permitted or required by this agreement.

22.3 Permitted disclosures

Subject to clause 22.4, clause 22.2 does not prevent:

- (a) the use or disclosure of information that is in the public domain, other than as a result of a breach of clause 22.2 by the person seeking to rely on this provision or breach of an obligation owed to that person under clause 22.4(a);
- (b) the disclosure of information to agents, officers, employees, auditors or professional advisers of the party or a Related Body Corporate for the purposes of this agreement or for obtaining advice about the application of this agreement;
- (c) the use or disclosure of Confidential Information with the consent of the person to whom the duty of confidentiality is owed;
- (d) the use or disclosure of information as required by law or a lawful requirement imposed by any Authority or any, recognised stock exchange;
- (e) the use or disclosure of information for the purposes of legal proceedings (including dispute resolution processes under this agreement, arbitration proceedings, proceedings when an expert determination of a disputed question, or proceedings by way of mediation or some other alternative dispute resolution mechanism);

- (f) the use or disclosure of information to protect the safety of any person or property;
- (g) the use or disclosure of information reasonably required in connection with the party's financing arrangements, investment in the party or a disposal of the party's assets;
- (h) the disclosure of information to the Operator, the AER, the AEMC, the ACCC or ASIC or another regulatory body having jurisdiction over the party;
- (i) the use or disclosure of information as required or authorised by or under the National Gas Law or the National Gas Rules;
- (j) the use or disclosure of information of a historical nature that does not identify the person to whom it relates, for the preparation of a report under this agreement;
- (k) the use or disclosure of information in an aggregated or other form in which its confidential aspects cannot be identified.

22.4 Conditions of disclosure

- (a) A party proposing to disclose Confidential Information under clauses 22.3(d), 22.3(e), 22.3(f), 22.3(h) or 22.3(i) must, where it is reasonably practicable to do so, inform the person to whom disclosure is proposed of the confidentiality of the information.
- (b) A party proposing to disclose Confidential Information under clauses 22.3(b) or 22.3(g) must ensure that the person to whom disclosure is proposed is subject to binding obligations:
 - (i) to keep the information confidential and not to further disclose it;
 - (ii) not to use or reproduce the information for a purpose other than that for which it was disclosed; and
 - (iii) to take all reasonable steps to prevent unauthorised access to the information.

23 Representations

23.1 Operator

The Operator makes the representations in clause 23.3 (excluding clause 23.3(j) and 23.3(k)) to each Member severally at the time the Membership Agreement is entered into.

23.2 Members

Each Member makes the representations in clause 23.3 to the Operator and each other Member at the time it enters into the Membership Agreement. Each representation is deemed to be repeated by the Member on each date that a new Member enters into a Membership Agreement and on each date that a Transaction is concluded on the Exchange to which the Member is a party.

23.3 Representations by all parties

Each party represents in accordance with clause 23.1 or clause 23.2 (as applicable) that:

- (a) it is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation (and, if relevant under those laws, in good standing);
- (b) it has the power to execute the Membership Agreement and any other documentation relating to the Membership Agreement to which it is a party, to deliver the Membership Agreement and any other document relating to the Membership Agreement that it is required by the Membership Agreement to deliver and to perform its obligations under the Membership Agreement and this agreement and has taken all necessary action to authorise that execution, delivery and performance;
- (c) the execution, delivery and performance of the Membership Agreement and the performance of this agreement do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) all governmental and other licences, authorisations, permits, consents and other approvals (if any) that are required to enable the party to fulfil any of its obligations under the Membership Agreement and this agreement have been obtained and are in full force and effect and all conditions of any required authorisations have been complied with;
- (e) its obligations under the Membership Agreement and this agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally and subject as to enforceability to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law);
- (f) no Default Event or event which with notice and/or lapse of time would constitute a Default Event has occurred with respect to it and is continuing and no such event

or circumstance would occur as a result of it entering into or performing its obligations under the Membership Agreement or this agreement;

- (g) no litigation, arbitration or administrative suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency, official or arbitrator is pending, so far as it is aware, threatened against it which would, if adversely determined, result in a material adverse changes in its financial condition or its ability to perform its obligations under the Exchange Agreement or this agreement, or that is likely to affect the legality, validity or enforceability against it of the Exchange Agreement or this agreement or its ability to perform its obligations under the Exchange Agreement or this agreement;
- (h) it has entered into and executed the Membership Agreement and the Exchange Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise) (except that if the party is both a Member and an Agent Member, then this representation is only given by the party in its capacity as a Member);
- (i) except in the case of fraudulent misrepresentation, it is not relying upon any oral or written representation, warranty or other assurance of any party other than expressly provided for or referred to in this agreement;
- (j) in the case of a party who is a Member, it has carried out all investigations it considers relevant to assess the risks associated with participation in the Exchange and use of information provided through the Trading System and the suitability of any Product or information for its purposes and has entered into a Membership Agreement with the full understanding of the material terms and risks of the Exchange Agreement and it is capable of assuming those risks; ~~and~~
- (k) in the case of a party who is a Member, the Operator is not acting as a fiduciary or an adviser for the party, nor has the Operator given to it any advice, representation, assurance or guarantee as to the expected performance, benefit or result of this agreement, any Product, any information provided through the Trading System, any Transaction or otherwise in relation to or in connection with this agreement, or any transaction or arrangement contemplated under this agreement; and
- ~~(l)~~ in the case of a party who is an Appointing Member, it has authorised and will ratify all acts and omissions of its Agent Member as agent for the Appointing Member under or in connection with this Agreement.

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23.4 Exclusion of implied terms

- (a) To the maximum extent permitted by law and except in the case of fraud or as otherwise expressly provided in this agreement:
 - (i) all terms, conditions, warranties or statements (whether express, implied, written, oral, collateral, statutory or otherwise) which would be implied or incorporated into this agreement as having been given by a party in favour of any other party (**implied terms**) are excluded;
 - (ii) each party disclaims all liability in relation to any implied terms; and



- (iii) each party waives all rights and remedies which might otherwise be available to that party in relation to any implied terms.
- (b) The Operator makes no representation and gives no warranty as to the accuracy, suitability or fitness for purpose of the Exchange, any Products, any information provided through the Trading System and none of the Exchange, any Product or the information provided purports to be suitable for any particular Member's business objectives, financial situation or needs.

24 Liability

24.1 Liability of AEMO as Operator

To the maximum extent permitted by law, AEMO is not liable to any Member for any act or omission (including any act or omission amounting to a breach of this agreement or breach of statute or any negligent act or omission) under or in connection with this agreement (including any Transaction) whether arising in contract, tort (including negligence) breach of duty or any other ground unless the act or omission was done or made in bad faith, within the meaning of section 91K of the National Gas Law.

24.2 Interruption of Trading System

Without limiting clause 24.1, the Operator is not liable to any Member in respect of any interruption, failure, shutdown or malfunction of equipment or systems affecting the Exchange or any part of the Trading System, unless caused by the Operator's failure to take reasonable steps to mitigate against those risks.

24.3 Recoverable losses

- (a) The liability of a party to any other party for any act or omission (including any act or omission amounting to a breach of this agreement or a breach of statute or any negligent act or omission) under or in connection with this agreement (including any Transaction) is limited to the recovery by that party of Direct Loss less any amount of Excluded Loss relating to that other party in respect of that act or omission.
- (b) No party is liable to any other party under or in connection with this agreement in any circumstances for any amount in respect of or comprising Consequential Loss however arising (including, without limitation, at law, in equity or pursuant to statute) and all such liability is excluded.
- (c) Clause 24.3(a) and clause 24.3(b) apply:
 - (i) to limit or exclude liability to the maximum extent permitted by law;
 - (ii) subject to clause 24.5;
 - (iii) subject to any provision which provides for an exclusive remedy in respect of the act or omission; and
 - (iv) without prejudice and subject to clause 24.1.

24.4 Definitions

In this clause:

- (a) **Direct Loss** means any loss, damage, cost, liability or expense (however incurred) but excludes any Consequential Loss.
- (b) Consequential Loss means any:
 - (i) indirect loss, damage, cost, liability or expense;

- (ii) special, indirect, consequential, incidental or punitive damages;
 - (iii) damages for economic loss, loss of profits, loss of opportunity, loss of market, loss of contract, loss of revenue, goodwill, bargain, anticipated savings or loss or corruption of data,

whether arising in contract, tort (including negligence), under statute or otherwise, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (c) **Excluded Loss** means loss or damage suffered or incurred by a party to this agreement as a result of, or to the extent contributed to by, any act or omission by that party, its Related Bodies Corporate or any of their officers, employees, agents, consultants or subcontractors.

24.5 Carve-outs

The limitations and exclusions in this clause 24 do not apply to limit or exclude any liability:

- (a) for payments required to be made under this agreement, including in respect of Delivery Variance Quantities and Close Out Quantities;
- (b) under any indemnity given under this agreement in favour of the Operator;
- (c) under the National Gas Law or the National Gas Rules in respect of any breach of the Market Conduct Rules; or
- (d) arising from any fraudulent act or omission.

24.6 Australian Consumer Law

- (a) Pursuant to section 64A of the Australian Consumer Law (being Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) this clause applies in respect of obligations to supply goods or services under this agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, except to the extent that the recipient of the goods or services establishes that reliance on this clause would not be fair and reasonable.
- (b) This clause 24.6 prevails over the preceding provisions of this clause 24.
- (c) Liability for a failure to comply with a guarantee imposed by the Australian Consumer Law:
 - (i) is limited in the case of goods (other than a guarantee under section 51, 52 or 53) to any one of the following as determined by the seller of the goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and

- (ii) is limited in the case of services, to any one of the following as determined by the supplier of the services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

25 Force Majeure

25.1 Definition of Force Majeure

- (a) Subject to this clause 25.1, **Force Majeure** means any event or circumstance (or combination of events and/or circumstances) the occurrence of which is beyond the reasonable control of the party seeking to rely on it (acting and having acted in accordance with Good Gas Industry Practice).
- (b) The act or omission of any agent or contractor of a party is not Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure if that person were the Affected Party.
- (c) Force Majeure does not include events or circumstances such as loss of a party's markets, a party's inability to economically use or resell energy products or a party's inability to procure contracts for the supply, sale or transportation of gas.

25.2 Effect of Force Majeure

- (a) If a party (**Affected Party**) is prevented or hindered by Force Majeure from complying with its obligations under this agreement (other than an obligation referred to in clause 25.2(b)) then the obligations of the Affected Party are suspended during the period and to the extent that those circumstances continue to prevent or hinder that party from complying with its obligations.
- (b) Force Majeure cannot be claimed in respect of, and does not excuse non-performance of, and does not suspend, any obligation with respect to:
 - (i) payment of any money;
 - (ii) providing or replacing Credit Support; or
 - (iii) delivery or acceptance of a quantity of gas of the applicable Gas Specification at a Delivery Point under a Transaction (**delivery obligation**), except in the circumstances specified in paragraph (c).
- (c) Force Majeure may only be claimed in respect of a delivery obligation if, and to the extent that, the Affected Party was prevented or hindered from complying with the delivery obligation as a result of a Gas Transporter's failure to deliver or accept delivery of that gas, where that failure by the Gas Transporter was not in turn caused (in whole or part) by non-compliance:
 - (i) by the Affected Party with its obligations under clause 14 or with the terms of its Gas Transportation Agreement; or
 - (ii) by any supplier to, or purchaser from, the Affected Party in respect of the corresponding quantity of gas at the Delivery Point (or another receipt or delivery point on the same pipeline), with its obligations to the Affected Party.

25.3 Notice requirements

- (a) An Affected Party (other than the Operator) must give prompt written notice to:
- (i) the Operator; and
 - (ii) where the Force Majeure affects obligations to deliver or receive gas under this agreement, each person known to the Affected Participant who is a Delivering Participant or Receiving Participant (as the case may be) in respect of the affected obligations,
- of the occurrence of the event or circumstance of Force Majeure, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this agreement.
- (b) The Affected Party must:
- (i) as soon as reasonably practicable, provide any additional information reasonably requested by a person notified under paragraph (a) in respect of the event or circumstance of Force Majeure;
 - (ii) use its reasonable endeavours to remove or overcome the event or circumstance of Force Majeure; and
 - (iii) give notice to each party notified under paragraph (a) of the cessation of the event or circumstance giving rise to Force Majeure.
- (c) If the Affected Party is the Operator, the Operator must:
- (i) promptly publish on its website as much information as is reasonably practicable about the event or circumstance giving rise to the Force Majeure, the expected duration of that event and the cessation of that event; and
 - (ii) use its reasonable endeavours to remove or overcome the event or circumstance of Force Majeure.

25.4 Resumption of performance

An Affected Party must resume the performance of any obligation which it was unable to fulfil as a result of Force Majeure as soon as reasonably practicable after the Force Majeure ends.

26 Notices, Communications and Publication

26.1 Communication through the Trading System

Where this agreement requires any information, submission or notice to be communicated:

- (a) by the Operator to a Member or Members; or
- (b) a Member to the Operator,

and the functionality of the Trading System allows for that communication to be made using the Trading System, the relevant party must use the Trading System for that communication, unless otherwise specified in the Interface Protocol or (for a communication to be made by a Member), agreed by the Operator.

26.2 Other notices

- (a) A notice in connection with this agreement which is not able to be communicated through the Trading System must be:
 - (i) in writing in English;
 - (ii) signed by the party or its agent; and
 - (iii) given to the recipient either by hand delivery, pre-paid registered mail, facsimile transmission or email, in each case addressed to the address for notices of the recipient in the then current register of Members maintained by the Operator under clause 5.1.
- (b) Where two or more persons comprise a party, notice to or by one of those persons is effective notice to and by all of them.
- (c) Proof of posting by pre-paid mail of a notice in accordance with this clause is proof of receipt of such notice on the second clear Business Day after posting.
- (d) Proof of transmission by facsimile of a notice in accordance with this clause is proof of receipt on the date of transmission, but if a transmission is not made on a Business Day or not made before 4.00pm, then it is proof of receipt at 10.00am on the next Business Day after transmission.
- (e) Unless proved to the contrary, proof of transmission by email of a notice in accordance with this clause is proof of receipt on the date of transmission, but if a transmission is not made on a Business Day or not made before 4.00pm, then it is proof of receipt at 10.00am on the next Business Day after transmission.

27 Miscellaneous

27.1 Assignment and subcontracting

- (a) The Operator may subcontract the performance of all or any part of its obligations under this agreement. In connection with any such subcontracting, the Operator may disclose Confidential Information to the subcontractor provided that the Operator procures that the subcontractor agrees to maintain the confidentiality of that information on terms no less onerous than the terms of this agreement.
- (b) Where AEMO is the Operator, AEMO may assign its rights and novate its obligations under this agreement to a person appointed by AEMO to operate all or part of the Exchange, subject to the requirements of the National Gas Rules, by giving prior notice of that assignment and novation to all Members at the time.
- (c) For the purposes of giving effect to that assignment and novation under clause 27.1(b), by this clause, each Member consents to such assignment and novation provided that the incoming Operator undertakes to all Members to assume the obligations of the Operator accrued and not discharged prior to the date that the assignment and novation takes effect.
- (d) A Member must not assign or novate its rights or obligations under this agreement. Any purported assignment or novation in breach of this clause is void.

27.2 Rights in the Trading System

- (a) All Intellectual Property Rights in the Exchange, the Trading System and the content and layout of the Trading System are owned by the Operator or its licensors and are subject to copyright.
- (b) Any database comprised in the Trading System is Confidential Information of the Operator (but without prejudice to the application of clause 22 in respect of Confidential Information of a Member contained in a database).
- (c) Under this agreement, each Member and its authorised users has a non-exclusive, non-transferable right, for the duration of the Member's Membership Agreement, to access the Trading System and to use the functionality of the Trading System in accordance with this agreement, the Interface Protocol and any access and licensing agreement entered into under the Interface Protocol. The Trading System must not be used in any way that is not authorised by this agreement and a Member must not permit use of or access to the Trading System by any third party, other than its agents or representatives nominated in accordance with clause 5.3.
- (d) A Member must not, and must ensure that any person authorised by it to use its interface with the Trading System does not:
 - (i) alter or remove any copyright, trademark or other proprietary mark, logo or notice of the Operator or of any other company, organisation or public authority appearing anywhere in the Trading System;

- (ii) modify or edit the data, text, images, material and information in the Trading System or publish or sell any information from the Trading System including by making that information available on any website;
- (iii) not reverse engineer, transfer, adapt or modify any software used in connection with any part of the Trading System;
- (iv) attempt to damage or corrupt (including through the introduction of any malicious software) any software or data of the Operator or any third party used in connection with any part of the Trading System; or
- (v) attempt to gain unauthorised access to the Trading System, the server on which the Trading System is stored or any server, computer or database connected to the Trading System.

27.3 Waiver

- (a) A party waives a right under this agreement only by written notice that it waives that right. A waiver is limited to a right of the party giving the waiver and the specific instance to which it relates and to the specific purpose for which it is given.
- (b) No failure, or delay, in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

27.4 Severance

If any provision of this agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this agreement which shall continue in full force and effect.

27.5 Entire agreement

This agreement records the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings.

27.6 Counterparts

This document may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart. Each counterpart of this document constitutes an original of this document but the counterparts together constitute one and the same instrument.

27.7 Governing law

- (a) The laws of Queensland govern this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.
- (b) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

- (c) Each party irrevocably waives any immunity in respect of its obligations under this document that it may acquire from the jurisdiction of any court or any legal process for any reason including the service of notice, attachment before judgment, attachment in aid of execution or execution.

27.8 Relationship of the parties

Nothing in this document is to be treated as creating a partnership or trust and except as specifically provided in this document no party may act as agent of a party or in any way bind another party to any obligation.

27.9 Costs

- (a) A party will bear its own costs in relation to the negotiation, preparation and execution of this document and any further document required.
- (b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement must be borne by the Member concerned.

27.10 Further assurances

Each party must do all things reasonably required to facilitate the performance of this agreement.

27.11 Indemnities

Unless expressly provided otherwise:

- (a) any indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this document;
- (b) it is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this document; and
- (c) the making of a claim by a party under an indemnity contained in this document in respect of a particular event does not preclude that party from subsequently making further claims under that indemnity in respect of any further loss arising out of the same event for which it has not previously been indemnified.

Schedule 1 – Membership Agreement

GAS SUPPLY HUB MEMBERSHIP AGREEMENT

PARTIES

Australian Energy Market Operator Limited ABN 94 072 010 327 of Level 22, 530 Collins Street, Melbourne, Victoria 3000 (on its own behalf and on behalf of each Participant) (“**Operator**”)

and

[**Company name**] ABN [number] of [registered address] (“**Applicant**”)

for where an Agent Member is entering into this Membership Agreement on behalf of an Appointing Member: [Company name] ABN [number] of [registered address] as agent for and on behalf of [Company name] ABN [number] of [registered address] (“**Applicant**”)

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RECITALS

- A In accordance with the National Gas Rules, the Operator has published the Exchange Agreement.
- B The Exchange Agreement sets out the terms of participation in the Exchange and forms a binding contract between the Operator and all Members from time to time.
- C The Applicant wishes to participate in the Exchange.
- D The Operator and the Applicant are entering into this agreement for the purpose of the Applicant becoming a party to the Exchange Agreement as a Member.

AGREEMENT

The Applicant and the Operator on behalf of itself and all Members agree as follows:

1. Interpretation

- (a) Capitalised words used in this agreement have the meaning given to them in the Exchange Agreement unless otherwise defined in this agreement.
- (b) The Effective Date is the later of:
 - (i) the date on which the Exchange commences ‘live’ operation, as published by the Operator on its website not less than 5 Business Days before that date; and
 - (ii) the date of execution of this agreement by the Operator.
- (c) The rules of interpretation in the Exchange Agreement apply to the interpretation of this agreement.
- (d) This agreement and the Exchange Agreement shall be read and construed as one document.

2. Admission and agreement to be bound

- (a) The Operator (acting on its own behalf and on behalf of each Member) admits the Applicant as a Member under the Exchange Agreement with effect from the Effective Date.
- (b) The Applicant accepts its admission as a Member under the Exchange Agreement with effect from the Effective Date.
- (c) The Applicant undertakes to the Operator and each other Member:
 - (i) to perform and to be bound by the Exchange Agreement as it may be amended, supplemented or replaced from time to time; and
 - (ii) to discharge its obligations in relation to each Transaction to which it is a party from time to time under and in accordance with the Exchange Agreement.

3. Other matters

- (a) The liability of each party with respect to any breach of this agreement, the Exchange Agreement or in relation to any Transaction shall be governed by the terms of the Exchange Agreement.
- (b) Upon the effective date of termination of the membership of any Member, the Exchange Agreement remains in full force and effect and binding on each of the remaining Members and the Operator.
- (c) This agreement is governed by and shall be construed in accordance with the laws of Queensland.
- (d) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland in connection with matters concerning this agreement, the Exchange Agreement and Transactions.
- (e) If any provision of this agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this agreement which shall continue in full force and effect.
- (f) This agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each counterpart when executed and delivered constitutes an original. All counterparts together constitute one and the same instrument.
- (g) Each party must bear its own costs arising out of the negotiation, preparation and execution of this agreement. All stamp duty that may be payable on or in connection with this agreement must be borne by the Applicant.

EXECUTED as an agreement.



SIGNED for and on behalf of **Australian Energy Market Operator Limited** in the presence of:

Signature (Witness)

Signature

Print Name (Witness)

Print Name

Date

Date

SIGNED for and on behalf of **[Name of Applicant]** in the presence of:

Signature (Witness)

Signature

Print Name (Witness)

Print Name

Date

Date

Each person who executes this document under a power of attorney declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.



SIGNED for and on behalf of [Name of agent] as agent for [Name of applicant] in the presence of:

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Signature (Witness)

Signature

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Print Name (Witness)

Print Name

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Each person who executes this document under a power of attorney declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

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Schedule 2: Trading Locations and Delivery Points

1. Pipelines

Pipeline	Gas Transporter
QGP or Queensland Gas Pipeline	Jemena Queensland Gas Pipeline (1) Pty Ltd ABN 97 083 050 284 and Jemena Queensland Gas Pipeline (2) Pty Ltd ABN 70 083 050 104
RBP or Roma to Brisbane Pipeline	APT Petroleum Pipelines Pty Limited ACN 009 737 393
SWQP or South West Queensland Pipeline	APA (SWQP) Pty Limited ACN 066 656 219

2. Trading Locations and Delivery Points

Trading Location	Delivery Point	Delivery Point Definition
QGP Trading Location (Wallumbilla transfer points on the QGP)	Run 3	Run 3 at the intersection of the SWQP and the QGP
	Run 10	Run 10 at the intersection of the SWQP and the QGP
RBP Trading Location (Wallumbilla transfer points on the RBP)	Run 3	Upstream flange of the 250mm nominal bore ANSI class valve located in station ML1A and immediately upstream of the common pipework header at the entry of the RBP from the SWQP through Wallumbilla Run 3
	Run 4	Centre of the orifice plate used to measure gas entering the RBP from the QGP through Wallumbilla Run 4
	Run 7	Centre of the orifice plate used to measure gas entering the RBP from the Spring Gully pipeline through Wallumbilla Run 7
	RBP In Pipe Trade Point	Any virtual point within the RBP nominated by the Gas Transporter at which transfers of title in gas can be effected.
SWQP Trading Location	Fairview	Interconnection of the SWQP and the Fairview Pipeline.

(Wallumbilla transfer points on the SWQP)	Wallumbilla Notional Point	A notional point within the SWQP Wallumbilla Compound, nominated by the Gas Transporter, from which gas may be directed to or from the SWQP.
	SWQP In Pipe Trade Point	Any virtual point within the SWQP nominated by the Gas Transporter at which transfers of title in gas can be effected.

3. Gas Specification

3.1 QGP Trading Location

The gas quality specifications set out in the Transporter's standard terms and conditions of service for the QGP from time to time, as published on its website.

3.2 RBP Trading Location

In accordance with Australian Standard AS 4564-2005 – Specification for general purpose natural gas.

3.3 SWQP Trading Location

In accordance with Australian Standard AS 4564-2005 – Specification for general purpose natural gas, subject to a maximum carbon dioxide (CO₂) content of 3% by volume.

4 Pressure range

4.1 QGP Trading Location

Within the applicable pressure requirements set out in the Transporter's standard terms and conditions of service for the QGP from time to time, as published on its website.

4.2 RBP Trading Location

As notified by the Transporter to RBP gas shippers from time to time, but no greater than 9,600 kPa.

4.3 SWQP Trading Location

As notified by the Transporter to SWQP gas shippers from time to time, but no greater than 14,900 kPa.

Schedule 3: Product Specifications for Daily Gas

1 RBP Trading Location

Product Specification for Daily Physical Gas for Delivery at the RBP Trading Location	
Commodity	Gas complying with the Gas Specification.
Gas Day commencement	8:00am AEST
Delivery Period	One Gas Day.
Delivery Point	The RBP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 4 - Run 7 - RBP In Pipe Trade Point, as defined in schedule 2 for the RBP Trading Location.
Trading Window	For Gas Day D, Trading Hours on each of Gas Day D-7 to Gas Day D-2.
Parcel Size	1000 GJ (1 TJ)
Price	The price is to be expressed in dollars per GJ.
Product Limits	Minimum Price: \$0/GJ Maximum Price \$999/GJ Maximum Quantity 32,000 GJ (32 TJ)
Unit	GJ
Admission to trade	Automatic
Gas Specification	The gas specification applicable to the Delivery Point as determined in accordance with schedule 2.
Flow Rate	Even flow rate through the Delivery Period.
Pressure	The pressure range applicable to the Delivery Point as determined in accordance with schedule 2.
Partial acceptance of Orders	Permitted if specified in the Order.
Minimum Transaction Quantity	1000 GJ (1 TJ) unless a larger number is specified in the Order.

Expiry Time	Unless an earlier time is specified in the Order, an Order for Gas Day D expires at the end of the Trading Window.
Automatic withdrawal	Applicable to open Orders at the end of each trading day after 5:00pm.
Order Quantity to be displayed	The whole of the Order Quantity will be displayed unless otherwise specified in the Order.
Delivery Netting	Applicable
Special conditions	Each Trading Participant who submits an Order in relation to this Product represents and warrants for the purposes of this agreement that the Trading Participant has all necessary rights under agreements with the Gas Transporter at the Delivery Point (as identified in Schedule 4) to deliver (in the case of the Seller) or accept (in the case of the Buyer) the Transaction Quantity.

2 QGP Trading Location

Product Specification for Daily Physical Gas for Delivery at the QGP Trading Location	
Delivery Point	The QGP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 10 as defined in schedule 2 for the QGP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Daily Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.

3 SWQP Trading Location

Product Specification for Daily Physical Gas for Delivery at the SWQP Trading Location	
Delivery Point	The SWQP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Fairview - Wallumbilla Notional Point - SWQP In Pipe Trade Point

	as defined in schedule 2 for the SWQP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Daily Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.

Schedule 4: Product Specifications for Day Ahead Gas

1 RBP Trading Location

Product Specification for Day-Ahead Physical Gas for Delivery at the RBP Trading Location	
Commodity	Gas complying with the Gas Specification.
Gas Day commencement	8:00am AEST
Delivery Period	One Gas Day.
Delivery Point	<p>The RBP Trading Location, at the Delivery Point specified in the Order, being one of the following:</p> <ul style="list-style-type: none"> - Run 3 - Run 4 - Run 7 - RBP In Pipe Trade Point <p>as defined in schedule 2 for the RBP Trading Location.</p>
Trading Window	For Gas Day D, Trading Hours on Gas Day D-1.
Parcel Size	1000 GJ (1 TJ)
Price	The price is to be expressed in dollars per GJ.
Product Limits	Minimum Price: \$0/GJ Maximum Price \$999/GJ Maximum Quantity 32,000 GJ (32 TJ)
Unit	GJ
Admission to trade	Automatic
Gas Specification	The gas specification applicable to the Delivery Point as determined in accordance with schedule 2.
Flow Rate	Even flow rate through the Delivery Period.
Pressure	The pressure range applicable to the Delivery Point as determined in accordance with schedule 2.
Partial acceptance of Orders	Permitted if specified in the Order.
Minimum Transaction Quantity	1000 GJ (1 TJ) unless a larger number is specified in the Order.

Expiry Time	Unless an earlier time is specified in the Order, an Order for Gas Day D expires at the end of the Trading Window.
Automatic withdrawal	Not applicable.
Order Quantity to be displayed	The whole of the Order Quantity will be displayed unless otherwise specified in the Order.
Delivery Netting	Not applicable.
Special conditions	Each Trading Participant who submits an Order in relation to this Product represents and warrants for the purposes of this agreement that the Trading Participant has all necessary rights under agreements with the Gas Transporter at the Delivery Point (as identified in Schedule 4) to deliver (in the case of the Seller) or accept (in the case of the Buyer) the Transaction Quantity.

2 QGP Trading Location

Product Specification for Day-Ahead Physical Gas for Delivery at the QGP Trading Location	
Delivery Point	The QGP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 10 as defined in schedule 2 for the QGP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Day-Ahead Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.

3 SWQP Trading Location

Product Specification for Day-Ahead Physical Gas for Delivery at the SWQP Trading Location	
Delivery Point	The SWQP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Fairview - Wallumbilla Notional Point

	<p>- SWQP In Pipe Trade Point as defined in schedule 2 for the SWQP Trading Location.</p>
All other terms	<p>Except for the Delivery Point, this Product Specification is the same as the Product Specification for Day-Ahead Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.</p>

Schedule 5: Product Specifications for Balance-of-Day Gas

1 RBP Trading Location

Product Specification for Balance-of-Day Physical Gas for Delivery at the RBP Trading Location	
Commodity	Gas complying with the Gas Specification.
Gas Day commencement	8:00am AEST
Start Time	The start of the hour starting not later than 60 minutes after the Transaction is confirmed by the Trading System.
Delivery Period	The Delivery Period starts at the Start Time and ends at the end of the Gas Day in which the Start Time falls.
Delivery Point	The RBP Trading Location, at the Delivery Point specified in the Offer, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 4 - Run 7 - RBP In Pipe Trade Point, as defined in schedule 2 for the RBP Trading Location.
Trading Window	For Gas Day D, Trading Hours on that same Gas Day.
Parcel Size	25 GJ/hour
Price	The price is to be expressed in dollars per GJ.
Product Limits	Minimum Price: \$0/GJ Maximum Price \$999/GJ Maximum Quantity 1,450 GJ (1.45 TJ)
Unit	GJ
Admission to trade	Automatic
Gas Specification	The gas specification applicable to the Delivery Point as determined in accordance with schedule 2.
Flow Rate	Even flow rate through the Delivery Period.
Pressure	The pressure range applicable to the Delivery Point as determined in accordance with schedule 2.
Partial acceptance of Orders	Permitted if specified in the Order.

Minimum Transaction Quantity	25 GJ unless a larger number is specified in the Order.
Expiry Time	Unless an earlier time is specified in the Order, an Order for Gas Day D expires at the end of the Trading Window.
Automatic withdrawal	Not applicable.
Order Quantity to be displayed	The whole of the Order Quantity will be displayed unless otherwise specified in the Order.
Delivery Netting	Not applicable.
Special conditions	Each Trading Participant who submits an Order in relation to this Product represents and warrants for the purposes of this agreement that the Trading Participant has all necessary rights under agreements with the Gas Transporter at the Delivery Point (as identified in Schedule 4) to deliver (in the case of the Seller) or accept (in the case of the Buyer) the Transaction Quantity.

2 QGP Trading Location

Product Specification for Balance-of-Day Physical Gas for Delivery at the QGP Trading Location	
Delivery Point	The QGP Trading Location, at the Delivery Point specified in the Offer, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 10 as defined in schedule 2 for the QGP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Balance-of-Day Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.

3 SWQP Trading Location

Product Specification for Balance-of-Day Physical Gas for Delivery at the SWQP Trading Location	
Delivery Point	The SWQP Trading Location, at the Delivery Point specified in the Offer, being one of the following: <ul style="list-style-type: none"> - Fairview

	<ul style="list-style-type: none">- Wallumbilla Notional Point- SWQP In Pipe Trade Point as defined in schedule 2 for the SWQP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Balance-of-Day Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.

Schedule 6: Product Specifications for Weekly Gas

1 RBP Trading Location

Product Specification for Weekly Physical Gas for Delivery at the RBP Trading Location	
Commodity	Gas complying with the Gas Specification.
Gas Day commencement	8:00am AEST
Delivery Period	Seven consecutive Gas Days, beginning and ending at 08:00 on a Sunday.
Delivery Point	The RBP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 4 - Run 7 - RBP In Pipe Trade Point, as defined in schedule 2 for the RBP Trading Location.
Trading Window	For a Delivery Period commencing on Gas Day D, Trading Hours on each Gas Day commencing 4 weeks prior to Gas Day D and ending on D-2.
Parcel Size	1000 GJ (1 TJ) for each Gas Day in the Delivery Period
Price	The price is to be expressed in dollars per GJ.
Product Limits	Minimum Price: \$0/GJ Maximum Price \$999/GJ Maximum Quantity 32,000 GJ (32 TJ)
Unit	GJ
Admission to trade	Automatic
Gas Specification	The gas specification applicable to the Delivery Point as determined in accordance with schedule 2.
Flow Rate	Even flow rate through each Gas Day in the Delivery Period.
Pressure	The pressure range applicable to the Delivery Point as determined in accordance with schedule 2.
Partial acceptance of Orders	Permitted if specified in the Order.

Minimum Transaction Quantity	1000 GJ (1 TJ) per Gas Day unless a larger number is specified in the Order.
Expiry Time	Unless an earlier time is specified in the Order, an Order for Gas Day D expires at the end of the Trading Window.
Automatic withdrawal	Applicable to open Orders at the end of each trading day after 5:00pm.
Order Quantity to be displayed	The whole of the Order Quantity will be displayed unless otherwise specified in the Order.
Delivery Netting	Applicable
Special conditions	Each Trading Participant who submits an Order in relation to this Product represents and warrants for the purposes of this agreement that the Trading Participant has all necessary rights under agreements with the Gas Transporter at the Delivery Point (as identified in Schedule 4) to deliver (in the case of the Seller) or accept (in the case of the Buyer) the Transaction Quantity.

2 QGP Trading Location

Product Specification for Weekly Physical Gas for Delivery at the QGP Trading Location	
Delivery Point	The QGP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Run 3 - Run 10 as defined in schedule 2 for the QGP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Weekly Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.

3 SWQP Trading Location

Product Specification for Weekly Physical Gas for Delivery at the SWQP Trading Location	
Delivery Point	The SWQP Trading Location, at the Delivery Point specified in the Order, being one of the following: <ul style="list-style-type: none"> - Fairview

	<ul style="list-style-type: none">- Wallumbilla Notional Point- SWQP In Pipe Trade Point as defined in schedule 2 for the SWQP Trading Location.
All other terms	Except for the Delivery Point, this Product Specification is the same as the Product Specification for Weekly Physical Gas for Delivery at the RBP Trading Location in item 1 of this schedule.