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Negotiated Connection Contract (Supply Services)

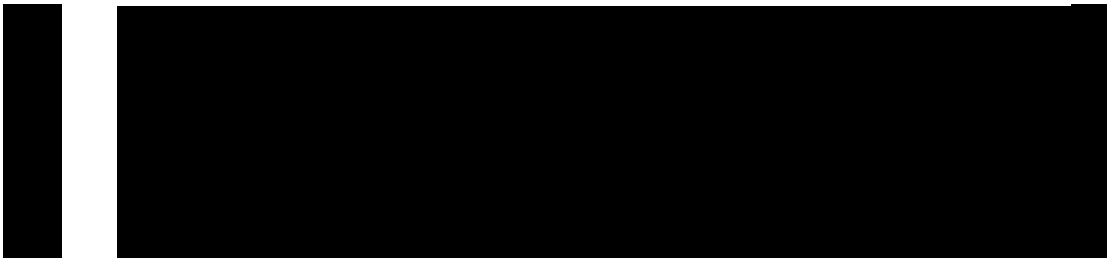

Endeavour Energy
ABN 11 247 365 823

and

Sydney Metro
ABN 12 354 063 515

Contents

1.	Definitions and interpretation	2
1.1	Definitions	2
1.2	Interpretation.....	10
2.	Purpose of this contract.....	11
2.1	Customer Connection Contract for Supply Services	11
2.2	Sale of electricity not covered by this contract	11
3.	Supply Services to be provided by Endeavour.....	11
3.1	Provision of Supply Services	11
4.	Site-specific Conditions	11
4.1	Compliance with Site-specific Conditions.....	11
4.2	Transfer of control or ownership of the Customer Installation	12
5.	Metering	12
5.1	Provision and installation of Metering Installation	12
6.	Charges, invoicing and payment.....	12
6.1	Charges payable by the Customer	12
6.2	Network Service Charge.....	12
6.3	Form of invoices	13
6.4	GST.....	13
6.5	Payment.....	13
6.6	Security	13
7.	Representatives of the parties.....	13
8.	Force Majeure	14
8.1	Force Majeure.....	14
8.2	Notice.....	14
8.3	Avoidance and mitigation.....	14
8.4	Termination for extended Force Majeure Event	14
9.	Default and termination	14
9.1	Performance Default – Default Notice	14
9.2	Performance Default - Cure Period	14
9.3	Financial Default	15
9.4	Termination.....	16
9.5	Survival	16
10.	Dispute resolution.....	16
10.1	Rules Disputes.....	16
10.2	Other Disputes	16
10.3	Arbitration	17
10.4	Arbitrator	17
10.5	Conduct of Arbitration	17
10.6	Right of appeal from award.....	17
10.7	Proportionate liability	17
10.8	Continuing obligations	17
10.9	Urgent relief	17
11.	Assignment and Change of Control.....	18
11.1	Assignment	18
11.2	Subcontracting and agency	18

11.3	Change of Control.....	19
11.4	Change of Control Notice	20
11.5	Security Interests	20
11.6	Successors	20
12.	Warranties.....	20
13.	Risk, Liability and Insurance	21
		
14.	Confidentiality	23
14.1	Use and disclosure of Confidential Information.....	23
14.2	Disclosures to personnel and advisers.....	23
14.3	Disclosures required by law.....	24
14.4	Publicity.....	24
15.	Notices	24
15.1	Delivery of notice	24
15.2	Change of address details	25
15.3	Time of service	25
16.	General.....	25
16.1	Governing law.....	25
16.2	Jurisdiction	25
16.3	Amendments.....	25
16.4	Entire agreement	25
16.5	No representation or reliance	26
		
16.7	Exercise of rights	26
16.8	Consents.....	26
16.9	Remedies cumulative	26
16.10	Waiver.....	26
16.11	Severance.....	27
16.12	Further acts and documents	27
16.13	Counterparts	27
16.14	Expenses	27
16.15	Stamp duties.....	27
16.16	Consent to electronic execution	27
16.17	Electronic means	27
16.18	Sydney Metro as a public authority	27
16.19	Transfer of functions or NSW Public Transport Assets	27
Schedule 1	Contract Information	29
Schedule 2	Connection Point.....	31
Schedule 3	Supply Services Terms and Conditions.....	32
Schedule 4	Network Service Charge	51
Schedule 5	Security.....	56



Signing Page.....58

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

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

(b) in respect of the Customer:

- (i) each Related Body Corporate of the Customer; and
- (ii) each contractor and subcontractor of the Contractor and of any of the persons referred to in paragraph (i),

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

Authorisation means:

- (a) an approval, consent, declaration, exemption, notarisation, licence, permit, certificate, waiver or other authorisation, however described, required by any Law; and
- (b) in relation to anything that could be prohibited or restricted by Law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken, including any renewal or amendment; and
- (c) an authorisation issued by Endeavour to an Accredited Service Provider allowing that Accredited Service Provider to work on or near Endeavour's Distribution System.

Authority means any:

- (a) government, government department or government agency;
- (b) governmental, semi-governmental or judicial person;
- (c) the AER, AEMO or the ACCC; or
- (d) other person (whether autonomous or not) who is charged with the administration of a Law.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

Change of Control has the meaning given in clause 11.3.2.

Change of Control Notice has the meaning given in clause 11.4.1

Claim includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such Claim:

- (a) under or in connection with this contract;
- (b) by statute;

- (b) the relevant Cure Period; and
- (c) specifications of tests which are reasonably necessary to show that Default has been remedied.

Consumer Mains Installation Works has the meaning given to that term in the Connection Establishment Contract.

Cure Period for a Default means:

- (a) a Performance Cure Period, in respect of a Performance Default; and
- (b) a Financial Cure Period, in respect of a Financial Default.

Customer Connection means the physical link between the Customer Installation and Endeavour's Distribution System enabling the flow of electricity.

Customer Installation means the electrical installation (within the meaning of the ES Act) constructed and installed in accordance with the Connection Establishment Contract for the purposes of the operation of Sydney Metro – Western Sydney Airport and which:

[REDACTED]

and includes the Other Installation Works.

Customer's Contractors means any contractor or person engaged by the Customer in connection with the Customer Installation.

Default means a Financial Default or a Performance Default.

Default Notice has the meaning given in clause 9.1.

Default Rate means the Interest Rate plus a margin of [REDACTED] %.

Discloser has the meaning given in clause 14.1.

Dispute has the meaning given in clause 10.2.1.

Dispute Notice has the meaning given in clause 10.2.1.

Distribution System has the meaning given to that term in the Rules.

Encumbrance means an interest or power:

- (a) reserved in or over any interest in any asset, including any retention of title; or
- (b) created or otherwise in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust, or power by way of security for the payment of debt or any other monetary obligation or the performance of any other obligation and whether existing or agreed to be granted or created.

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

[REDACTED]

Endeavour's Connection Standards has the meaning given in the Connection Establishment Contract.

[REDACTED]

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

ES Act means the *Electricity Supply Act 1995* (NSW).

ES Regulation means the *Electricity Supply (Safety and Network Management) Regulation 2014*.

Financial Cure Period means, for a Financial Default, the cure period specified for it under clause 9.3.1.

Financial Default means, in respect of a party:

- (a) a Payment Default; or
- (b) a failure to provide Security as required under this contract or a failure to comply with Schedule 5 where Security has been provided, or is required to be provided, under this contract.

[REDACTED]

Notice of Referral has the meaning given in clause 10.3.1.

Operating Protocol means the high voltage operation and maintenance protocol to be entered into by Endeavour and the Customer in respect of the Customer Installation, in accordance with the Connection Establishment Contract.

Other Installation Works has the meaning given to that term in the Connection Establishment Contract.

Payment Default means, in respect of a party, a failure to pay an amount payable to the other party when due under this contract.

Performance Cure Period means, for a Performance Default, the cure period determined for it under clause 9.2.

Performance Default means a breach by a party of its obligations under this contract which causes, or is reasonably likely to cause, a material adverse effect to the other party in the performance of its obligations under this contract.

Permission to Connect means the Permission to Connect issued by Endeavour under the Connection Establishment Contract.

Pricing Proposal an Endeavour pricing proposal submitted to and approved by the AER and updated annually under the Rules.

Recipient has the meaning given in clause 14.1.

Regulated Asset Works has the meaning given to that term in the Connection Establishment Contract.

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

Rules means the National Electricity Rules.

Security means Security in the form specified in Schedule 5.

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

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

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

Settled Corrective Action Plan has the meaning given to it in clause 9.2.5.

Site means the site specified in Schedule 1.

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

- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

2. Purpose of this contract

2.1 Customer Connection Contract for Supply Services

The parties acknowledge and agree that:

- 2.1.1 the Customer has received from Endeavour a negotiated Connection Offer to establish the connection of the Customer Installation in accordance with the terms and conditions set out in the Connection Establishment Contract;
- 2.1.2 consistent with chapter 5A of the Rules, the Customer has elected and Endeavour has agreed that its Connection Offer also extends to Supply Services; and
- 2.1.3 that those Supply Services will be on the terms and conditions set out in this contract.

2.2 Sale of electricity not covered by this contract

The parties further acknowledge and agree that:

- 2.2.1 this contract does not cover the sale of electricity physically supplied to the Customer from Endeavour's Distribution System; and
- 2.2.2 any sale and purchase of electricity must be separately arranged by the Customer with an electricity retailer.

3. Supply Services to be provided by Endeavour

3.1 Provision of Supply Services

Upon and from energisation of the Customer Connection in accordance with the Connection Establishment Contract, Endeavour will provide the Customer with Supply Services on the terms and conditions set out in:

- 3.1.1 the Supply Services Terms and Conditions set out in Schedule 3, which are legally binding on each of the parties in accordance with their terms; and
- 3.1.2 the rest of this contract.

4. Site-specific Conditions

4.1 Compliance with Site-specific Conditions

On and from energisation of the Connection Point, the Customer must comply (and ensure that the Customer's Contractors comply) with any Site-specific Condition specified in the Operating Protocol.

[REDACTED]

[REDACTED]

[REDACTED]

6.3 Form of invoices

Each invoice issued by Endeavour must separately identify:

- 6.3.1 the Network Service Charge payable for the preceding month or months; and
- 6.3.2 any other charges payable by the Customer from time to time in accordance with the Network Price List,

and state each amount payable as inclusive or exclusive of GST.

6.4 GST

Where an amount paid by or on behalf of the Customer under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

6.5 Payment

Within [REDACTED] from the date of an invoice issued by Endeavour the Customer or the Customer's Contractors (as the case may be) must pay to Endeavour the amount set out in the invoice.

6.6 Security

The Customer must [REDACTED]

- 6.6.1 hold an Acceptable Credit Rating; or
- 6.6.2 provide Security to Endeavour, on request [REDACTED] in accordance with Schedule 5, which has effect between the parties in accordance with its terms.

7. Representatives of the parties

- 7.1 The parties' Representatives are the persons identified in Schedule 1.
- 7.2 The parties' may from time to time appoint some other person as their Representative in place of the person previously appointed and must give notice of the name of that person to the other party without delay.
- 7.3 The Representative of each party represents and acts for that party at all times during the term of this contract.

7.4 All notices, instructions, information and other communications to be given by one party or that party's Representative to the other party must be given to the other party's Representative, except as otherwise provided.

8. Force Majeure

8.1 Force Majeure

Subject to the rest of this clause 8, if either party is wholly or partly affected by a Force Majeure Event its obligations under this contract will be suspended to the extent to which they are affected by the Force Majeure Event. However, nothing in this clause suspends any obligation to effect any payment required by this contract.

8.2 Notice

If a party is, or is likely, to be affected by a Force Majeure Event, it will notify the other party as soon as reasonably practicable of the particulars of which it is aware. If a party wishes to rely on clause 8.1 in respect of a Force Majeure Event then it will notify the other party as soon as reasonably practicable of full particulars of the Force Majeure Event.

8.3 Avoidance and mitigation

A party seeking to rely on clause 8.1 must:

8.3.1 use its reasonable endeavours to overcome or avoid the Force Majeure Event; and

8.3.2 use its reasonable endeavours to mitigate the effects or consequences of the Force Majeure Event.

However, nothing in this clause requires a party to settle a strike, lock-out or other industrial disturbance on terms or in a manner it considers inappropriate.

8.4 Termination for extended Force Majeure Event

If as a consequence of a Force Majeure Event, a party is relieved of its obligations under this contract for a continuous period of [REDACTED], then either party may terminate this contract by giving not less than [REDACTED] written notice to the other party.

9. Default and termination

9.1 Performance Default – Default Notice

If a Performance Default occurs then the non-defaulting party may give the defaulting party a notice in writing (a “**Default Notice**”) specifying:

9.1.1 that the Default has occurred; and

9.1.2 the particulars of the Default and circumstances constituting the Default.

9.2 Performance Default - Cure Period

If a Default Notice is given in respect of a Performance Default by either party, then:

("Dispute"), then either party may give the Senior Manager of the other party a notice specifying the matters in dispute ("**Dispute Notice**").

- 10.2.2 If a Dispute is not resolved within [REDACTED] after the giving of a Dispute Notice under clause 10.2.1, then each party must make reasonable efforts to arrange for its chief executive (or a general manager level executive) to meet in good faith with the chief executive (or a general manager level executive) of the other party in an effort to resolve the dispute.

10.3 Arbitration

- 10.3.1 If a Dispute is not resolved within [REDACTED] after the giving of a Dispute Notice under clause 10.2 (or such longer period as the parties agree), then at any time thereafter either party may, by written notice to the other, refer the Dispute to arbitration under this clause 10 ("**Notice of Referral**").

- 10.3.2 This clause 10 is an arbitration agreement for the purposes of the *Commercial Arbitration Act 2010* (NSW) ("**Arbitration Act**").

10.4 Arbitrator

An arbitration under this clause 10 must be conducted by a single arbitrator:

- 10.4.1 agreed by the parties within [REDACTED] (or such longer period as the parties agree) after the Notice of Referral is given; or
- 10.4.2 failing such agreement, appointed (at the request of either party) by the Chairperson of the Institute of Arbitrators & Mediators Australia, New South Wales Chapter.

10.5 Conduct of Arbitration

- 10.5.1 An arbitration under this clause 10 must be conducted in accordance with the IAMA Arbitration Rules current as at the date of the Notice of Referral.
- 10.5.2 The seat of the arbitration is New South Wales and the proper law of the arbitration will be the laws of New South Wales.

10.6 Right of appeal from award

A party may lodge an appeal under s 34A of the Arbitration Act to the courts of New South Wales on a question of law arising out of an arbitral award.

10.7 Proportionate liability

To the extent permitted by law, an arbitrator appointed under this clause 10 has no power to apply or have regard to proportionate liability legislation which might, in the absence of this clause 10.7, apply to a Dispute referred to arbitration under this clause 10.

10.8 Continuing obligations

Despite the existence of a Dispute or its referral to arbitration, each party must continue to perform its obligations under this contract.

10.9 Urgent relief

Nothing in this clause 10 prejudices the right of a party to seek urgent injunctive or declaratory relief for any matter in connection with this contract.

11. Assignment and Change of Control

11.1 Assignment

11.1.1 Subject to clause 16.19 (Transfer of functions or NSW Public Transport Assets), neither party may Assign its rights under this contract without the prior written consent of the other party, which may not be unreasonably withheld or delayed. In the case of an Assignment by:

- (a) Endeavour, it will not be reasonable for the Customer to withhold its consent to Assignment by Endeavour to a proposed assignee who has or will, at the time the Assignment is effective, become the holder of an electricity distributor's licence and be registered as a Network Service Provider in respect of the area in which the Site is located; and
- (b) the Customer, it will not be reasonable for Endeavour to withhold its consent to a proposed assignee who is or will, at the time the Assignment is effective, be the owner of the Customer Installation and can demonstrate on reasonable grounds (including by demonstrating that it has satisfied the requirements of the NEL or the Rules imposing a similar requirement) that it has the financial and technical capacity to fulfil the Customer's obligations under this contract.

11.1.2 In the case of an Assignment under clause 11.1 the assigning party must:

- (a) prior to such Assignment, notify the other party that it intends to Assign its rights under this contract;
- (b) have the onus of establishing the applicable requirements specified in clause 11.1.1(a) or 11.1.1(b) above (as relevant) to the reasonable satisfaction of the other party; and
- (c) at the request of the other party, procure the proposed assignee to enter into a deed with or for the benefit of the other party (on terms reasonably acceptable to the other party) under which the proposed assignee agrees to perform and observe all the obligations imposed on the assigning party by this contract.

11.2 Subcontracting and agency

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.4 Change of Control Notice

- 11.4.1 The Customer must obtain Endeavour's prior written consent for any Change of Control of the Customer and it must provide Endeavour with at least [REDACTED] of any proposed Change of Control of the Customer (**Change of Control Notice**) specifying the following:
- (a) that it is a Change of Control Notice under this clause 11.4; and
 - (b) details of the Change of Control or proposed Change of Control including:
 - (i) details of the new or proposed body with Control; and
 - (ii) details of the financial and technical capabilities of the new or proposed body with Control.
- 11.4.2 Within [REDACTED] of a Change of Control Notice issued by the Customer in accordance with clause 11.4.1, Endeavour must indicate whether or not it consents to the Change of Control, which consent will not be unreasonably withheld if the Customer will continue to be financially and technically capable of fulfilling its obligations under this contract.
- 11.4.3 If Endeavour does not consent to a Change of Control under this clause 11.4 or if the Customer does not provide Endeavour with the required information in a Change of Control Notice under clause 11.4.1 and a Change of Control occurs in relation to the Customer, then Endeavour may terminate this contract by providing [REDACTED] notice to the Customer.

11.5 Security Interests

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

11.6 Successors

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

12. Warranties

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

- 12.1.1 it is properly registered and validly existing under the Laws of Australia;
- 12.1.2 it has full power and authority to enter into and perform its obligations under this contract;
- 12.1.3 it has obtained all necessary approvals, consents and Authorisations to enter into and perform its obligations under this contract including (if applicable) under its constitution, and the Corporations Act;
- 12.1.4 this contract imposes binding obligations on it in accordance with its terms;
- 12.1.5 entering into and performing its obligations under this contract is not a breach by it of:
 - (a) its constitution (if applicable);



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

13.8 Insurance

13.8.1 Each party must:

[Redacted text block]

- (b) deliver a certificate of currency in respect of that policy to the other party within [Redacted] after the commencement of Supply Services under this contract and, where applicable, at each renewal.

[Redacted text block]

[Redacted text block]

[Redacted text block]

14.3 Disclosures required by law

14.3.1 Subject to clause 14.3.2, the Recipient may disclose Confidential Information that the Recipient is required to disclose:

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

14.3.2 If the Recipient is required to make a disclosure under clause 14.3.1, the Recipient must:

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

14.4 Publicity

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

15. Notices**15.1 Delivery of notice**

15.1.1 Subject to clause 15.2, a notice or other communication given to a party under this contract must be in writing and in English, and must be delivered to the party by:

- (a) delivering it personally to the party at the party's address set out in Schedule 1;
- (b) leaving it at that address;
- (c) posting it by prepaid post to that address; or
- (d) emailing to the party's email address set out in Schedule 1.

15.1.2 If the person to be served is a company, the notice or other communication may be served at the company's registered office.

- (b) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this contract to that Public Transport Agency or Council must, subject to any facilitative legislation or proclamation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (c) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales Government policy or directions) acquire, or dispose of, any property or assets.
- 16.19.2 Endeavour acknowledges and agrees that it must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation or proclamation, negotiate in good faith any variations required to this contract, or any replacement agreement or agreements for this contract to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- 16.19.3 Endeavour will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by clause 30.19.
- 16.19.4 For the purposes of clause 16.19:
- (a) **"another entity"** means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation or a "council" (as that term is defined in the Local Government Act 1993 (NSW)); and
 - (b) **"Public Transport Agency"** means TfNSW (and each of its divisions), Sydney Metro, Transport Asset Holding Entity of New South Wales, RailCorp, Sydney Trains and NSW Trains.

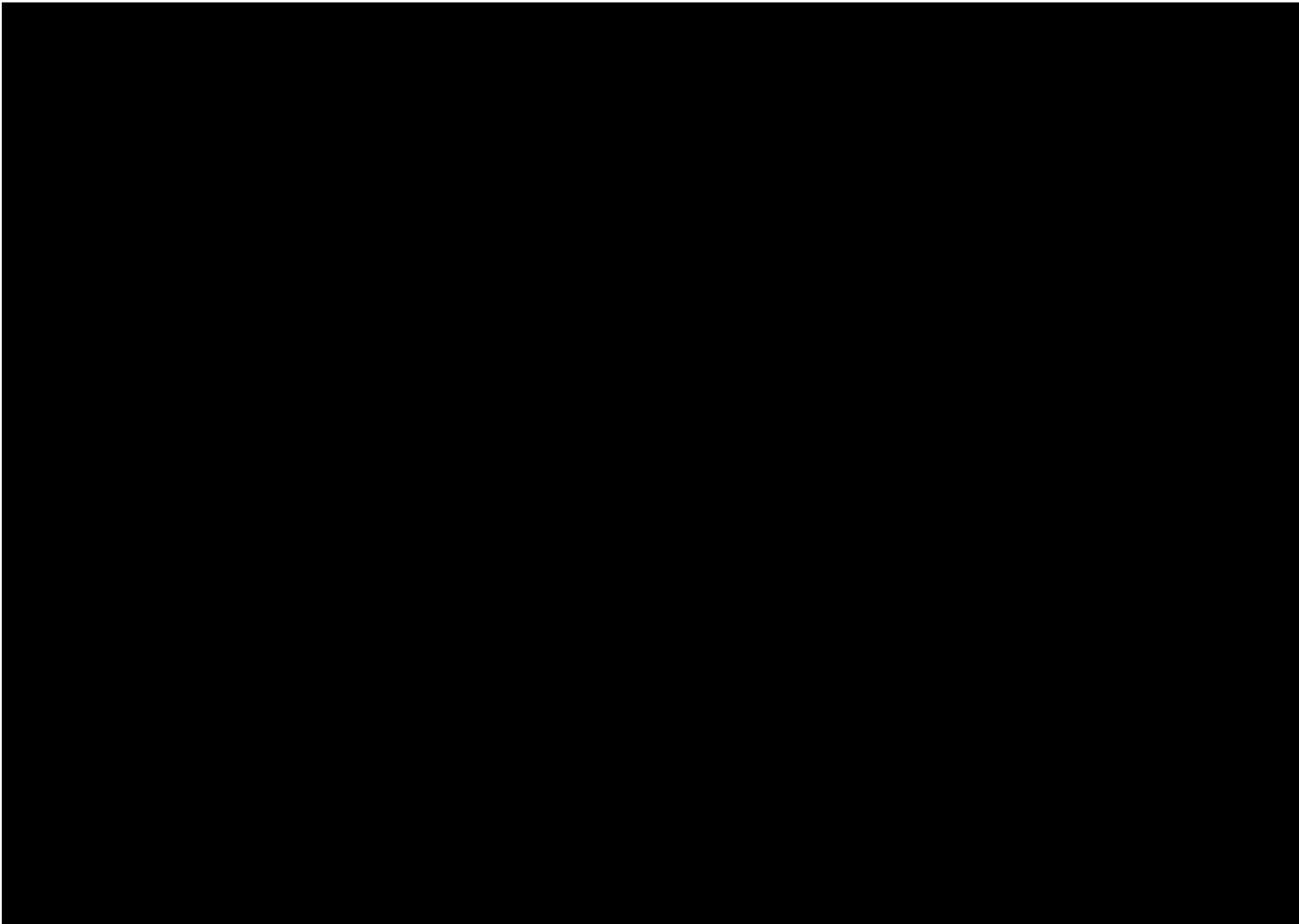


Customer	
Address:	[REDACTED]
email	[REDACTED]
For the attention of:	[REDACTED]



Schedule 2 Connection Point

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



Schedule 3 Supply Services Terms and Conditions

1. Definitions and Interpretation

1.1 Terms used in this Schedule that are defined in the National Energy Retail Law or the National Energy Retail Rules have the same meanings as they have in the National Energy Retail Law or the National Energy Retail Rules.

1.2 Other terms used in this Schedule have the meanings given to them in:

1.2.1 clause 1.1 of the contract; or

1.2.2 Annexure 1 to this Schedule,

as applicable.

2. Supply Services Term

2.1 The Supply Services will commence upon and from energisation of the Customer Connection in accordance with clause 3.1 of this contract.

2.2 The Supply Services will end upon disconnection of the Customer Installation from Endeavour's Distribution System in accordance with clause 10.1 of this Schedule upon or following termination of this contract.

3. Embedded Network Arrangements

3.1 If the Customer operates or intends to operate an embedded network at the Customer Installation, it must comply with the provisions of Annexure 2 to this Schedule.

4. Customer's General Obligations

4.1 Full Information

The Customer must give Endeavour any information Endeavour reasonably requires for the purposes of the Supply Services. The information must be correct, and the Customer must not mislead or deceive Endeavour in relation to any information provided.

4.2 Updating information

The Customer must promptly:

4.2.1 inform its retailer of any change to its contact details;

4.2.2 inform its retailer of any change that the Customer is aware of that materially affects access to its meter or to other equipment involved in providing the Supply Services at the Customer Installation;

4.2.3 inform Endeavour of any proposed change that the Customer is aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of energy to the Customer Installation or the customer installation of any other person; and

4.2.4 inform either its retailer or Endeavour of any permanent material change to the energy load or pattern of usage at the Customer Installation. The Customer must

inform Endeavour of material changes that are variances from the permitted parameters as set out in the Service and Installation Rules.

4.3 Conditions for provision of the Supply Services

- 4.3.1 Without limiting any other conditions specified in the contract, Endeavour's obligation to commence and to continue providing the Customer with the Supply Services is subject to the Customer satisfying and continuing to satisfy the following conditions:
- (a) the Customer provides satisfactory proof that it owns or occupies the Customer Installation when required by Endeavour;
 - (b) the Customer provides any details reasonably required by Endeavour in relation to the Customer Installation and electrical load for the Customer Installation and the Customer notifies Endeavour of any material changes or likely material changes to those details as soon as possible after it becomes aware of those changes or likely changes;
 - (c) the Customer has a Customer Retail Contract for the Customer Installation;
 - (d) the Customer Installation and its connection to Endeavour's Distribution System at all times complies with:
 - (i) the requirements set out in the Service and Installation Rules;
 - (ii) the Customer's responsibilities identified in Endeavour's Customer Installation Safety Plan and Bush Fire Risk Management Plan;
 - (iii) the National Electricity Rules, the Market Operation Rules and any applicable metrology procedures made under the National Electricity Rules or the market operations rules;
 - (iv) any requirements or standards Endeavour specifies to ensure compliance with the National Electricity Rules;
 - (v) any Site-specific Condition that applies to the Customer Installation under this contract; and
 - (vi) Endeavour Energy's Standards or any other reasonable requirements Endeavour requires;
 - (e) without limiting clause 4.3.1(d) of this Schedule, the Customer has submitted to Endeavour any plans or other documents Endeavour reasonably require including (without limitation) an Installation Safety Management Plan if Endeavour requires the Customer to have one under the Customer Installation Safety Plan; and
 - (f) the Customer maintains the area surrounding the Connection Point on the Customer Installation in accordance with applicable safety standards and complies within the specified time with any safety-related corrective works Endeavour requires the Customer by notice to undertake, including but not limited to clearing vegetation and maintaining such clearance.

4.4 Cooperation with inspectors and officers

The Customer must to the best of its knowledge maintain the Customer Installation so that:

- 4.4.1 it operates safely and in accordance with the Customer's responsibilities identified in the Customer Installation Safety Plan (including, without limitation, the Customer's responsibilities under any Installation Safety Management Plan, if Endeavour requires the Customer to have one) and Bush Fire Risk Management Plan;
- 4.4.2 any damage is rectified by a suitably qualified person as soon as reasonably possible;
- 4.4.3 any live parts remain properly insulated, or protected, against inadvertent contact with any person;
- 4.4.4 the Customer Installation is not used in a manner that exceeds the operating limits imposed by its design or installation; and
- 4.4.5 the Customer Installation does not cause interference on or interfere with the performance of Endeavour's Distribution System as nominated within Endeavour Energy's Standards and the Service and Installation Rules.

4.5 **The Customer's general obligation to comply with Energy Laws, Work Health and Safety Laws and Endeavour's requirements**

The Customer must comply with:

- 4.5.1 the Energy Laws relating to the provision of the Supply Services;
- 4.5.2 Work Health and Safety Laws in respect of the Connection Point, the Customer Installation and any electrical equipment on the Customer Installation; and
- 4.5.3 Endeavour's reasonable requirements under the Energy Laws, including the Service and Installation Rules. This includes a requirement that the Customer provides and maintains at the Customer Installation any reasonable or agreed facilities or equipment required by Endeavour (including any high voltage equipment described in any High Voltage Operation and Maintenance Protocol referred to in clause 4.6 of this Schedule) to provide the Supply Services to the Customer Installation.

4.6 **High voltage requirements**

The Customer must:

- 4.6.1 comply with any Site-specific Conditions that apply to the Customer Installation under any Operating Protocol Endeavour establishes or enters into with the Customer for the Customer Installation; and
- 4.6.2 notify Endeavour at [REDACTED] of any transfer of control or ownership of the Customer Installation.

4.7 **Earthing, protection, controls and alarms**

The Customer must comply with the provisions, if any, of the Energy Laws and Endeavour Energy rules and standards relating to the parameter settings for the earthing, protection and

control equipment at the Connection Point or which is installed on any electrical equipment to the Customer Installation.

4.8 Life support equipment

- 4.8.1 If a person living at the Customer Installation requires life support equipment, the Customer must register the Customer Installation with its retailer or with Endeavour. To register, the Customer will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the Customer Installation.
- 4.8.2 The Customer must tell Endeavour or its retailer if the life support equipment is no longer required at the Customer Installation.
- 4.8.3 If the Customer Installation is registered as having life support equipment, Endeavour must give the Customer:
- (b) general advice that there may be a distributor planned or unplanned interruption to the supply of energy to the Customer Installation;
 - (c) at least [REDACTED] in writing of any distributor planned interruptions to the supply of energy to the Customer Installation;
 - (d) information to assist the Customer to prepare a plan of action in case of an unplanned interruption; and
 - (e) an emergency telephone contact number.

4.9 Micro Embedded Generators (including small scale solar)

- 4.9.1 If the Customer has a Micro Embedded Generator connected to Endeavour's Distribution System at the Customer Installation, the Customer must comply with Endeavour's applicable standards in operating and maintaining the generator when the Customer starts to take supply of energy under this contract.
- 4.9.2 If the Customer no longer wants to keep a Micro Embedded Generator at the Customer Installation connected to Endeavour's Distribution System, the Customer must apply to Endeavour for a connection alteration so that any necessary alterations to the connection can be made.
- 4.9.3 If the Customer wants to connect a Micro Embedded Generator at the Customer Installation to Endeavour's Distribution System for the purpose of exporting energy (for example, a solar panel), the Customer must apply for alteration of its connection under the National Electricity Rules. Endeavour will provide the Customer with a copy of the relevant additional terms and conditions at the time when Endeavour makes its connection offer.
- 4.9.4 The Customer accepts all risks associated with the Micro Embedded Generator including, but not limited to:
- (1) the risk that the generation system is unable to export energy to Endeavour's Distribution System as a result of:
 - (i) the compatibility of the Micro Embedded Generator with Endeavour's Distribution System;
 - (ii) prevailing network supply conditions in the area;

- (iii) the capability and performance of the Micro Embedded Generator;
- (c) the financial risk that the:
 - (i) Micro Embedded Generator chosen by the Customer and installed at the Customer Installation; or
 - (ii) the metering arrangements established at the Customer Installation (whether on a gross or net basis),
 do not return the financial benefits expected by the Customer; and
- (d) all risks relating to the supply of energy from the Micro Embedded Generator to the Customer.

4.10 Additional terms for Embedded Generators

The Customer must not connect an embedded generator to Endeavour's Distribution System unless the Customer has also entered into a separate connection agreement with Endeavour for the connection of such a generator to Endeavour's Distribution System in accordance with National Electricity Rules and the embedded generator must be connected in accordance with that agreement.

For the avoidance of doubt, the connection of an embedded generator to the Customer Installation, enabling the export of electricity from the embedded generator to Endeavour's Distribution System, will be taken as connection to Endeavour's Distribution System requiring a separate connection agreement with Endeavour under this clause.

5. Wrongful and illegal use of energy

5.1 Illegal use of energy or interference

The Customer must not and must take reasonable steps to ensure that others do not:

- 5.1.1 illegally use energy supplied to the Customer Installation;
- 5.1.2 cause damage to, interfere with, or carry out work on Endeavour's Distribution System, electricity works, metering equipment, any equipment relating to the supply of energy to the Customer Installation, Endeavour's load control equipment, Endeavour's seals or any wiring or equipment sealed by Endeavour, except as permitted by Endeavour or as permitted by Law; or
- 5.1.3 use the energy supplied to the Customer Installation or any energy equipment in a manner that:
 - (1) unreasonably interferes with the connection or supply of energy to another customer;
 - (b) causes damage or interference to any third party;
 - (c) uses the Supply Services in a way that is not permitted by Law or this contract; or
 - (d) tamper with, or permit tampering with, any meters or associated equipment.

5.2 Consequences for wrongful or illegal use

If the Customer does not comply with clause 5.1 of this Schedule, Endeavour may, in accordance with the Energy Laws, take any or all of the following actions:

- 5.2.1 estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against the Customer for that amount;
- 5.2.2 undertake (or agree that the Customer will undertake) any necessary rectification work at the Customer's cost; or
- 5.2.3 arrange for the immediate disconnection of the Customer Installation.

6. Endeavour's liability

6.1 Quality of supply

- 6.1.1 The quality and reliability of the Customer's electricity supply is subject to a variety of factors that may be beyond Endeavour's control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of Endeavour's Distribution System and the acts of other persons, including at the direction of a relevant authority.
- 6.1.2 To the extent permitted by Law, Endeavour gives no condition, warranty or undertaking, and Endeavour makes no representation to the Customer, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this Schedule.

6.2 Micro Embedded Generation

The Customer acknowledges that it is not entitled to, and must not, make a Claim against Endeavour arising out of or in connection with the occurrence of any of the risks associated with Micro Embedded Generators set out in clause 4.9.4 of this Schedule.

7. Access to the Customer Installation

7.1 Customer's obligations

The Customer agrees to provide Endeavour and its authorised representatives (together with all necessary equipment) safe access to the Customer Installation, including taking appropriate action to prevent menacing or attack by animals at the Customer Installation, at all reasonable times to allow Endeavour to:

- 7.1.1 read, test, install, maintain, inspect or alter any metering installation at the Customer Installation;
- 7.1.2 calculate or measure energy supplied or taken at the Customer Installation;
- 7.1.3 check the accuracy of metered consumption at the Customer Installation;
- 7.1.4 replace meters, control apparatus and other energy equipment of Endeavour's;
- 7.1.5 connect or disconnect the Customer Installation;
- 7.1.6 undertake augmentation, repairs, testing or maintenance of Endeavour's Distribution System;
- 7.1.7 Not used.

- 7.1.8 perform services requested by the Customer or its retailer;
- 7.1.9 exercise any function conferred on Endeavour by Energy Laws; and
- 7.1.10 enable Endeavour to perform its obligations under this contract.

7.2 When notice of access is not required

Written notice of Endeavour's intention to enter the Customer Installation is not required if:

- 7.2.1 either the Customer or an occupier of the Customer Installation consents;
- 7.2.2 Endeavour requires entry only to read an electricity meter; or
- 7.2.3 Endeavour requires entry in case of emergency.

7.3 Customer's consent to our access for certain works

When the Customer:

- 7.3.1 applies (or someone applies for the Customer on its behalf) to be provided with the Supply Services;
- 7.3.2 notifies Endeavour of Customer Installation work; or
- 7.3.3 contacts Endeavour to request that Endeavour provides other services,

the Customer is taken to have given its consent under clause 7.2.1 of this Schedule to Endeavour's access for carrying out works necessary for that service or work (as applicable).

7.4 Endeavour's obligations

If Endeavour or its authorised representatives seek access to the Customer Installation under clause 7.1 of this Schedule, Endeavour will:

- 7.4.1 comply with all relevant requirements under the Energy Laws;
- 7.4.2 carry or wear official identification; and
- 7.4.3 show the identification if requested.

8. Interruption to supply

8.1 Endeavour may interrupt supply

Endeavour may interrupt the supply of energy to the Customer Installation where permitted under the Energy Laws, including for a planned interruption or where there is an unplanned interruption or in accordance with the conditions of any applicable tariff or under a contract with the Customer's retailer.

8.2 Planned interruptions (maintenance, repair, etc)

- 8.2.1 Endeavour may make planned interruptions to the supply of energy to the Customer Installation for the following purposes:
 - (1) for the maintenance, repair or augmentation of the transmission system or Endeavour's Distribution System, including maintenance of metering equipment; or



- (b) for the installation of a new connection or a connection alteration to another customer.

8.2.2 If the Customer's energy supply will be affected by a distributor planned interruption, Endeavour will give the Customer at least [REDACTED] notice by mail, letterbox drop, press advertisement or other appropriate means.

8.3 Unplanned interruptions

8.3.1 Endeavour may interrupt the supply of energy to the Customer Installation in circumstances where Endeavour considers that a Customer Installation or Endeavour's Distribution System poses an immediate threat of injury or material damage to any person, property or Endeavour's Distribution System, including:

- (a) for unplanned maintenance or repairs;
- (b) for health or safety reasons;
- (c) in an emergency;
- (d) as required by a relevant authority;
- (e) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
- (f) to restore supply to a customer.

8.3.2 If an unplanned interruption is made, Endeavour will use its best endeavours to restore energy supply to the Customer Installation as soon as possible.

8.3.3 Endeavour will make information about unplanned interruptions (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24 hour telephone information service.

8.3.4 Endeavour may interrupt the supply of energy to the Customer Installation in circumstances where the Customer refuses to give Endeavour or its authorised representatives access at [REDACTED] to the Customer Installation to inspect any facilities, equipment or meters located on the Customer Installation.

8.4 Customer's right to information about interruptions

8.4.1 If the Customer requests Endeavour to do so, [REDACTED]
[REDACTED]
[REDACTED]

8.4.2 If the Customer requests an explanation be in writing Endeavour must, [REDACTED] of receiving the request, give the Customer either:

- (b) the written explanation; or
- (c) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

8.4.3 For any retailer planned interruption arranged by the Customer's retailer, Endeavour may refer the Customer to its retailer to provide information

9. Charges

9.1 Network Service Charge

9.1.1 The Customer must pay the Network Service Charge for the Supply Services in accordance with clause 6.1 of the contract.

9.1.2 Unless Endeavour has entered into a separate agreement with the Customer to purchase electricity exported from the Connection Point to Endeavour's Distribution System, Endeavour is under no obligation to pay for electricity that the Customer exports to Endeavour's Distribution System.

9.2 Other charges

9.2.1 Details of other charges that the Customer must pay in relation to the Supply Services are listed in the Network Price List.

9.3 Taxes

9.3.1 The fees and charges payable under this Schedule do not take account of government taxes. If a government tax is imposed, the Customer must pay Endeavour the full amount of such tax, or an equivalent amount as reasonably determined by Endeavour (unless Endeavour is prevented by Law from passing on that tax to the Customer).

9.3.2 Endeavour will not charge the Customer government taxes which are imposed on Endeavour's overall net income or which were imposed on or in respect of electricity sold or supplied, or services provided to the Customer by Endeavour on or prior to 30 June 1999.

10. Disconnection of Supply Services

10.1 Disconnection following termination of contract

If either party gives the other a notice of termination of this Contract in accordance with clause 9 of the contract, then at any time on or after the giving of that notice:

10.1.1 the Customer may request the disconnection of the Customer Installation; or

10.1.2 Endeavour may notify the Customer of its intention to disconnect the Customer Installation,

by giving the other party not less than [REDACTED] and Endeavour must disconnect the Customer Installation from Endeavour's Distribution System as soon as is reasonably practicable upon or following the expiry of that notice.

10.2 Endeavour's other rights of disconnection

Without prejudice to Endeavour's other rights and remedies (including termination) under this contract or under Energy Laws and subject to Energy Laws, Endeavour may disconnect the

Customer Installation for any of the following reasons, for so long as that reason remains unremedied):

- 10.2.1 the Customer fails to cure a Default within its Cure Period as required under clause 9 of this contract;
- 10.2.2 the Customer refuses or fails to give Endeavour or its authorised representative access to the Customer Installation in accordance with any rights of access provided for any of the purposes specified in section 54 of the ES Act;
- 10.2.3 the Customer obstructs Endeavour or its authorised representative in relation to anything done or to be done in carrying out the purposes specified in section 54 of the ES Act;
- 10.2.4 an Insolvency Event occurs in respect of the Customer;
- 10.2.5 the Customer’s retailer requests Endeavour to disconnect the Customer Installation and has notified Endeavour that it has a right to arrange for disconnection under the contract between the Customer and its retailer;
- 10.2.6 the Customer uses energy supplied to the Customer Installation wrongfully or illegally in breach of clause 5 of this Schedule;
- 10.2.7 the Customer does not provide and maintain space, equipment, facilities or anything else it must provide under the Energy Laws or this contract in order for Endeavour to provide the Supply Services;
- 10.2.8 in an emergency or for health and safety reasons;
- 10.2.9 Endeavour is required to do so at the direction of a relevant authority; or
- 10.2.10 Endeavour is entitled to do so under any Law.

10.3 **Restriction on disconnection**

Endeavour must not arrange for disconnection on any of the grounds listed above while a life support system that relies on electricity for its operation is in use at the Customer Installation, except in an emergency, and without notifying the Customer prior to disconnection.

10.4 **Suspension**

For so long as any disconnection or interruption continues as permitted under this contract, Endeavour’s obligation to provide the Supply Services to the Customer Installation is suspended.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. **Privacy Act notice and access to information**



11.1 Privacy of personal information

Endeavour will comply with all relevant privacy legislation in relation to the Customer's personal information. The Customer can find a summary of Endeavour's privacy policy on Endeavour's website. If the Customer has any questions, it can contact Endeavour's privacy officer.

11.2 Access to information

Upon request, [REDACTED]

11.2.2 that is different in manner and form to any minimum requirements Endeavour is required to meet; or

11.2.3 by a representative the Customer has authorised to act on its behalf, and that request is part of a request the representative makes to Endeavour in relation to more than one customer.

Annexure 1 to Schedule 3 – Definitions

In this Schedule the following terms have the meanings set out for them below:

AEMO Procedures means any procedures created and published by AEMO under Chapter 7 of the National Electricity Rules, including but not limited to the MSATS Procedures or any varied or replacement procedures issued by AEMO from time to time.

authorised representative means a person authorised by Endeavour to do anything on its behalf under this contract.

billing cycle means the regular recurrent period for which Endeavour charges for the Supply Services.

Bush Fire Risk Management Plan means the bush fire risk management plan established and amended by Endeavour Energy from time to time under the *Electricity Supply (Safety and Network Management) Regulation 2014*.

Child Connection Point means an EN Customer Connection Point which is, or is proposed to be, a Child Connection Point (as defined in the National Electricity Rules) in respect of the Embedded Network.

Child Meter means a Metering Installation required to be installed at a Child Connection Point in accordance with the National Electricity Rules and the AEMO Procedures.

Child NMI means a child NMI issued, or to be issued, by AEMO under the AEMO Procedures in respect of a Child Meter for a Child Connection Point, as referred to in Annexure 2 of this Schedule.

connection alteration has the meaning given to that term under Chapter 5A of the National Electricity Rules.

Customer Installation means the address at which the Supply Services are provided to the Customer and, to avoid doubt, may include the Customer Installation.

Customer Installation Safety Plan means the Customer Installation safety plan established and amended by Endeavour from time to time under the *Electricity Supply (Safety and Network Management) Regulation 2014*.

Customer Retail Contract has the meaning given to that term in the National Energy Retail Law.

disconnection has the meaning given in the National Energy Retail Law.

distributor planned interruption has the meaning given in the National Energy Retail Rules.

electricity works means any electricity power lines or associated equipment or electricity structures that form part of a transmission system or Endeavour's Distribution System.

embedded generator means a generating system or systems supplying electricity to Endeavour's Distribution System through a single Connection Point, or an electrically common point but does not include a Micro Embedded Generator.

Embedded Network means the Customer's electricity distribution network located, or to be located, at the Customer Installation and which is connected, or to be connected, to Endeavour Energy's Distribution System.

Embedded Network Manager has the meaning given to that term in Chapter 10 of the National Electricity Rules.

Embedded Network Arrangements means all of the requirements for the establishment of an Embedded Network at the Customer Installation as set out in Annexure 2 of this Schedule.

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of Endeavour's Distribution System or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

EN Customer means a person (other than the Customer or the owner or operator of the Embedded Network) who owns, occupies or operates premises or facilities:

- (a) located within the Embedded Network; and
- (b) which are supplied with electricity from (or which supply electricity to) the Embedded Network.

EN Customer Connection Point means, for each EN Customer, the point of electrical connection (or supply) between:

- (a) the Embedded Network; and
- (b) the premises or facilities owned, occupied or operated by the EN Customer which are located within the Embedded Network and which are supplied with electricity from (or which supply electricity to) the Embedded Network.

Endeavour Energy rules and standards includes the following:

- (a) the Service and Installation Rules;
- (b) Code of Practice for Electricity Transmission and Distribution Asset Management;
- (c) Code of Practice for Installation and Safety Management;
- (d) Code of Practice for Service and Installation Rules;
- (e) Code of Practice for Contestable Works;
- (f) Endeavour Energy Network Management Plan;
- (g) Endeavour Energy Customer Installation Safety Plan;
- (h) Endeavour Energy Local Service and Installation Rules as in force from time to time;
- (i) Endeavour Energy Network Connection Policy;
- (j) Endeavour Energy Customer Service Standards for connection customers;
- (k) AS/NZS 3000 Electrical Installations - Buildings, structures and Customer Installation (SAA Wiring Rules);
- (l) AS/NZS 3017:2001: Electrical Installations- Testing Guidelines;
- (m) AS/NZS 4777 Grid Connection of Energy Systems via Inverters;



- (a) is for the purposes of the installation, maintenance, repair or replacement of the Customer's electricity meter;
- (b) does not involve the distributor effecting the interruption; and
- (c) is not a distributor planned interruption.

Service and Installation Rules means the NSW Service and Installation Rules established under the Energy Laws.



- 2.6.1 if required by Law, applies to Endeavour Energy under the MSATS Procedures for the issue of a separate Embedded Network Code to AEMO for each Parent Connection Point requested or to be requested by the Customer under clause 2.1,
- 2.6.2 applies to AEMO for any Child NMIs required for Child Connection points in the Embedded Network; and
- 2.6.3 provides the Metering Coordinator, the Retailer and the Customer with any such Child NMIs issued by AEMO; and
- 2.6.4 registers any Child NMIs issued by AEMO with AEMO in accordance with the AEMO Procedures.

2.7 For the purposes of clause 2.5, the following metrology requirements must be satisfied in accordance with the National Electricity Rules, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] in accordance with the National Electricity Rules and the AEMO Procedures;

[REDACTED]

2.7.5 compliance with all applicable requirements of the National Electricity Rules and AEMO Procedures [REDACTED]

[REDACTED]

[REDACTED]

2.7.6 Compliance with all other applicable requirements of the National Electricity Rules and AEMO procedures.

2.8 The Customer must ensure:

2.8.1 the Customer is registered as a network service provider under the National Electricity Rules or is exempt from registration and comply with the conditions of any such exemption;

2.8.2 to the extent required by Law or the conditions of the Customer's exemption (if applicable), it has appointed an Embedded Network Manager for the Embedded Network; and

2.8.3 the Embedded Network Manager complies with all requirements under the National Electricity Rules and procedures published under it.

3. Consents and Acknowledgements for EN Customer Connection Points

- 3.1 Before or upon making any written request to Endeavour under clause 2.1 of this Annexure the Customer must:
- 3.1.1 give notice in writing to each EN Customer addressing the matters and satisfying the requirements set out in clause 3.2 of this Annexure; and
 - 3.1.2 give a copy of the notice to Endeavour.
- 3.2 A notice given to an EN Customer for the purposes of clause 3.1.1 of this Annexure must:
- 3.2.1 be in writing;
 - 3.2.2 clearly identify the electricity supply, sale and metering arrangements that the Customer proposes will apply to the EN Customer in respect of its Child Connection Point or its Off-Market Connection Point (as applicable); and
 - 3.2.3 state that the EN Customer's Customer Installation are connected directly to the Customer's Embedded Network, not connected to Endeavour's Distribution System, and that the customer has no contract or agreement with Endeavour for connection to Endeavour's Distribution System; and
 - 3.2.4 be in a form which is satisfactory to Endeavour.

4. Responsibility for Embedded Network

- 4.1 The Customer acknowledges and agrees that Endeavour is not and cannot at any time be taken to be the Metering Coordinator for any Metering Installation at EN Customer Connection Points.
- 4.2 The Customer must indemnify Endeavour in relation to any Claims made against Endeavour by any person for loss or damage suffered in connection with:
- 4.2.1 the Customer's, the Customer's retailer's or the Embedded Network Manager's performance of (or failure to perform) any of the obligations identified for each of them respectively in this Annexure;
 - 4.2.2 any of the Embedded Network Arrangements undertaken in accordance with this Annexure including, but not limited to:
 - (1) the issue of any child NMI to the Customer's retailer or the registration or non-registration of any child NMI in MSATS System; or
 - (b) the extinguishment, non-extinguishment, activation or deactivation of any NMI or child NMI in MSATS System by the Customer's retailer;
 - 4.2.3 the alteration, establishment, re-configuration or removal of any EN Customer Connection Points;
 - 4.2.4 the installation or removal of any metering installation at any EN Customer Connection Points and the cost of any electricity recorded, not recorded or improperly recorded by such a metering installation;
 - 4.2.5 any electricity supply failure or interruption in supply associated with the operation of the embedded network,

except to the extent that such loss or damage is caused by Endeavour's negligence or breach of this contract.

[REDACTED]

5. Payment of Endeavour's costs

5.1 The Customer must pay Endeavour's costs of complying with Endeavour's obligations under this Annexure including, but not limited to, amounts specified in an estimate given under clause 2.4 of this Annexure, as invoiced by Endeavour to the Customer from time to time, within [REDACTED]

5.2 If Endeavour reasonably anticipates that it will incur costs in complying with Endeavour's obligations under this clause which are not the subject of an estimate provided to the Customer pursuant to clause 2.4 of this Annexure, Endeavour will [REDACTED] to provide an estimate of those costs to the Customer before they are incurred.

5.3 [REDACTED]



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Schedule 5 Security

1. Form of Security

Security provided by the Customer to Endeavour under this contract must:

1.1 be from an entity that is:

1.1.1 an Australian Prudential and Regulation Authority approved financial institution;
and

1.1.2 has a credit rating equal to or better than a big four Australian bank, being Westpac, National Australia Bank, ANZ or Commonwealth,

[REDACTED]

2. Security Amount

If the Customer is required to provide Security in accordance with the terms of this contract, then:

[REDACTED]

2.2 Endeavour may at any time and from time to time, by further notice to the Customer, increase or reduce the Security Amount if Endeavour considers that the amount sufficient to cover its full costs and expenses referred to in clause 2.1 of this Schedule is more or less than [REDACTED]

2.3 the Customer must ensure that at all times the aggregate undrawn or unclaimed amount of Security is not less than the Security Amount as last notified to it by Endeavour under this clause 2;


2.4 if at any time the amount of the Security held by Endeavour is less than the Security Amount (including following an adjustment to the Security Amount as contemplated by clause 2.2), Endeavour may request the Customer to provide additional Security for the amount of that shortfall. The Customer must provide any such additional Security [REDACTED] of Endeavour's request; and

2.5 if at any time the amount of Security held by Endeavour is greater than the Security Amount, the Customer may provide to Endeavour replacement Security in the Security Amount and upon receipt of that replacement Security, Endeavour will return the existing Security to the Customer.

[REDACTED]



3. Changes to Security

 any Security ceases to be current or valid (whether by reason of it ceasing to meet the requirements for it specified in this Schedule or otherwise) the Customer must procure replacement Security so as to comply with its obligation to maintain aggregate undrawn current and valid Security for the then current Security Amount.

4. Drawings on Security

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

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

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



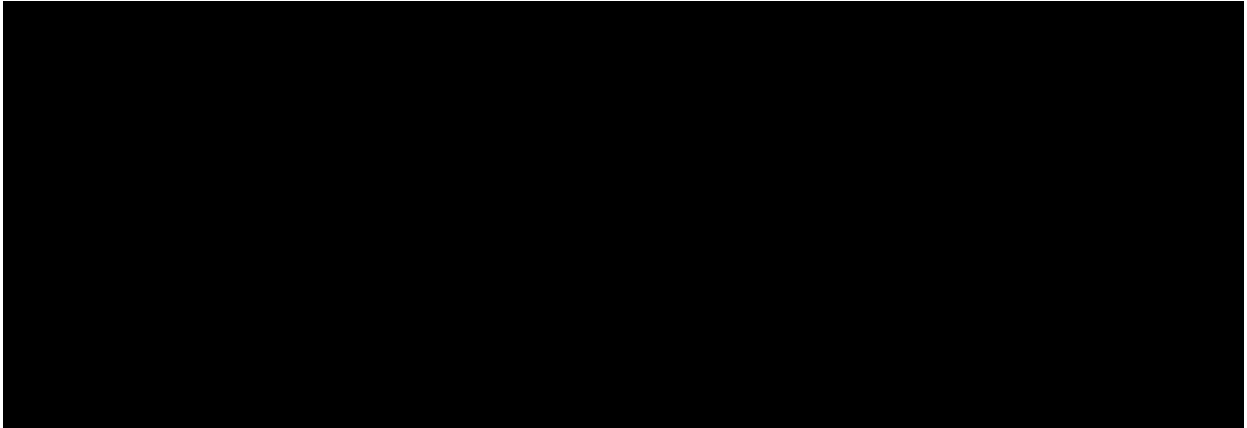
5. Return of security



Signing Page

EXECUTED as an AGREEMENT

Each person who executes this document on behalf of a party under a power of attorney declares 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 **SYDNEY METRO** ABN 12 354 063 515 by its duly authorised delegate, in the presence of:

Signature of Authorised Delegate

Signature of witness

Name of Authorised Delegate

Name of witness

**By signing this document, the witness states that they witnessed the signature of the Authorised Delegate over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).*

