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Negotiated Connection Contract (Connection Establishment)

Endeavour Energy ABN 11 247 365 823

and

Sydney Metro ABN 12 354 063 515

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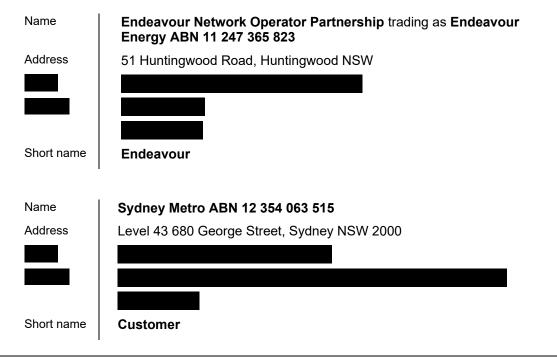
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Negotiated Connection Contract (Connection Establishment)

Dated 23rd December 2022

Parties



Background

- A. The Customer is the proponent of the Sydney Metro – Western Sydney Airport project which the Customer proposes will be constructed by the Customer's Contractors and operated by a SM-WSA Contractor.
- B. The Customer wishes to:
 - B.1 obtain a supply of electricity for the Sydney Metro - Western Sydney Airport at the Connection Point; and
 - **B.2** connect the Customer Installation to Endeavour's Distribution System at the Connection Point.
- C. The Customer's Connection Works and the Endeavour Provided Works need to be undertaken and completed to establish the Customer Connection to Endeavour's Distribution System at the Connection Point with the capacity to meet the Minimum Capacity.
- D. The Customer and Endeavour have agreed that:



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

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



The parties agree

1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this contract.

ACCC means the Australian Competition and Consumer Commission.

Acceptable Credit Rating means a long term credit rating from:

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

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

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

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

AEMO means the Australian Energy Market Operator.

AER means the Australian Energy Regulator.

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

Agreement Date means the date of this contract.

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

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

Application means the Customer's application for connection.

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



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

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

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

and Assignment has a corresponding meaning.

Associates means:

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

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

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

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

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

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

Authorisation means:

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



(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 24.3.2.

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;
- (c) in tort for negligence or otherwise, including negligent misrepresentations; or
- (d) in restitution for unjust enrichment.

Completion means completion of the Customer's Connection Works and the Endeavour Provided Works under this contract, which will be taken as when Endeavour has issued both:

- (a) a Permission to Connect as contemplated by clause 12.1; and
- (b) a notice of completion for the Endeavour Provided Works, under clause 10.2.3.

Compliance Certificate means a Certificate of Compliance Electrical Work completed by an electrical contractor in accordance with the requirements of the Gas and Electricity (Consumer Safety) Act 2017 and the Gas and Electricity (Consumer Safety) Regulation 2018.

Confidential Information means information that:

- (a)
- (b) is made available by or on behalf of the disclosing party to the receiving party or is otherwise obtained by or on behalf of the receiving party; and
- (c) is by its nature confidential or the receiving party knows, or ought to know, is confidential,

but excludes the Endeavour Certified Design. Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this contract.

Connection Offer has the meaning set out in Chapter 5A of the Rules.



Connection Point means that point or points (as determined by Endeavour) on the Site at which the equipment forming part of Endeavour's Distribution System (or which will form part of it, upon Completion) connects to the Customer Installation, as depicted in Schedule 3.

Connection Service has the meaning given to that term in Chapter 5A of the Rules.



Consumer Mains Installation Works means the design, construction and installation of the works identified as "Consumer Mains Installation Works" in Schedule 2.

Consumer Mains Installation Works Complete Declaration means a written declaration duly issued and signed by the Customer's Installation Contractor, addressed to Endeavour, that completion of the Consumer Mains Installation Works as required by this contract has been achieved.

Consumer Mains Installation Works Program means the Consumer Mains Installation Works Program submitted by the Customer and (where applicable) approved by Endeavour under clause 8.3 of this contract.

Control has the meaning given in section 50AA of the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth).

Corrective Action Plan means a document setting out:

- (a) a feasible, reasonable and practical program to remedy a Default or other relevant event;
- (b) the relevant Cure Period; and
- (c) specifications of tests which are reasonably necessary to show that Default has been remedied.

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 Connection Assets means all of the Assets installed in respect of the Consumer Mains Installation Works.

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

Customer Installation means the electrical installation (within the meaning of the ES Act) constructed and installed, or to be constructed and installed, for the purposes of the operation of Sydney Metro – Western Sydney Airport and which:



and includes the Other Installation Works.

Customer Policies means the policies of insurance set out in Schedule 4.

Customer Switchboard Works means:

- (a) the customer's main switchboards located within the Customer's property; and
- (b) works to establish metering arrangements (including a Metering Installation) for the Customer Connection in accordance with the requirements of all Energy Laws.

Customer's Connection Works means all of the works and services required to be procured by the Customer to establish the Customer Connection, being:

- (a) the Consumer Mains Installation Works; and
- (b) the Other Installation Works,

and excluding the Endeavour Provided Works.

Customer's Contractors means the Customer's Installation Contractor, the Customer's Design Contractor, the Customer's appropriately licensed electrical contractor engaged by the Customer (or by an SM WSA Contractor) to carry out any required Consumer Mains Installation Works or Other Installation Works in accordance with this contract and any other contractor or person engaged by any of them in connection with the Other Installation Works or the Consumer Mains Installation Works, but does not include Endeavour and its subcontractors.

Customer's Design Contractor means an ASP/3 or a licensed and appropriately qualified electrical works design contractor engaged by the Customer (or by an SM-WSA Contractor) to prepare the Proposed Method of Service and the Draft Design.

Customer's Facilities means all electrical and other plant and equipment owned or operated by the Customer and which are proposed to be connected to the Distribution System at or through the Switching Station.

Customer's Installation Contractor means an ASP/1 or a licensed and appropriately qualified electrical works construction and installation contractor engaged by the Customer



(or by an SM-WSA Contractor) for installation, construction, testing and commissioning of the Consumer Mains Installation Works.

Default means a Financial Default or a Performance Default.

Default Notice has the meaning given in clause 22.1.

Default Rate means the Interest Rate plus a margin of %.



Design Brief means the information and documents provided by Endeavour under clause 6.2 following assessment of the Proposed Method of Supply to provide the basis for preparation of the Draft Design.

Design Documentation means all design documentation (including specifications, models, calculations, material test results and drawings) in electronic and written forms which the Customer, any of the Customer's Contractors or any other person creates in respect of the Consumer Mains Installation Works and Other Installation Works (including the design of temporary works) and the Customer Connection, including the Endeavour Certified Design and any Endeavour Information incorporated into such documentation.

Discloser has the meaning given in clause 27.1.

Dispute has the meaning given in clause 23.2.1

Dispute Notice has the meaning given in clause 23.2.1.

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

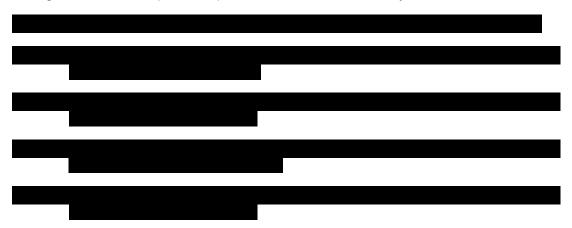
Draft Design means the detailed designs, plans and drawings required for the design, installation and construction of all of the Customer's Connection Works and includes all relevant documentation, information, and other relevant data that may be required by Endeavour to consider and assess those designs, plans and drawings.

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:



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

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

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

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

Endeavour Information means any information or documentation:

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

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

Endeavour Provided Works means:

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

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

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

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



- (a) the Electricity Supply Act 1995 (NSW);
- (b) the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
- (c) Gas and Electricity (Consumer Safety) Act 2017 (NSW);
- (d) Gas and Electricity (Consumer Safety) Regulation 2018 (NSW);
- (e) the Service and Installation Rules of NSW;
- (f) Home Building Act 1989 (NSW);
- (g) the Rules;
- (h) all Australian Standards relating to Electrical Installations including, AS/ NZS 3000

 Wiring Rules and AS/ NZS 3017 Electrical Installations Testing and inspection guidelines;
- (i) Endeavour Customer Funded Contestable Service Work Guidelines;
- (j) Endeavour Customer Funded Contestable Service Work Guidelines (Level 1);
- (k) Endeavour Customer Funded Contestable Service Work Guidelines (Level 3);
- (I) Endeavour's Standards; and
- (m) Endeavour's Electrical Safety Rules.

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

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

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

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

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

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

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



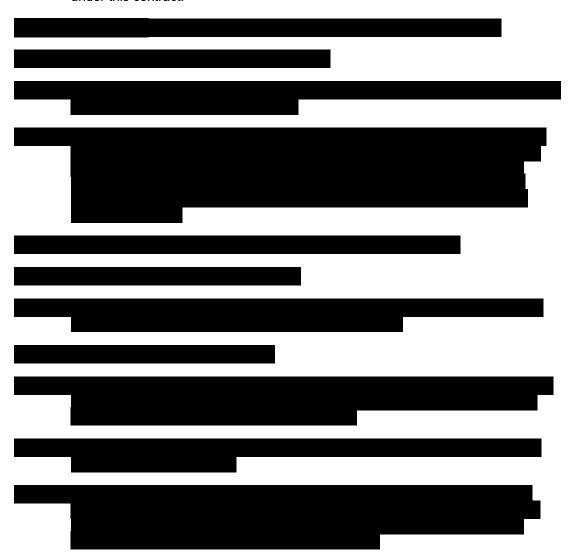
ES Act means the Electricity Supply Act 1995 (NSW).

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 22.3.1.

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.



Good Electricity Industry Practice has the meaning given in the Rules.

Good Industry Practice means the standard adopted by a reasonable and prudent person in the circumstances (and may include Good Electricity Industry Practice, if applicable in the particular circumstances).

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Government Entity means any government or semi-government entity including any agency, statutory corporation, statutory authority, department or majority state owned corporation or a "council" (as that term is defined in the Local Government Act 1993 (NSW)) and a 'Public Transport Agency' as defined in clause 29.19.4.

GST has the meaning given in the *A New Tax System Act (Goods and Services Tax) Act* 1999 (Cth).

Initial Meeting has the meaning given in clause 8.1.1.

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

- (a) the party becomes insolvent;
- (b) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the party or the party enters into a scheme of arrangement with its creditors or is wound up;
- (c) the party assigns any of its property for the benefit of creditors or any class of them;
- (d) the holder of a security interest (as defined in s 51A of the Corporations Act takes possession of any assets of the party or exercises any power of sale;
- (e) any step is taken to do anything listed in the above paragraphs; and
- (f) any event that is analogous or has a substantially similar effect to any of the events specified in the above paragraphs.

Inspection and Commissioning Plan means the plan developed by the Customer's Installation Contractor and agreed by Endeavour (acting reasonably) for the inspection and testing of the Consumer Mains Installation Works, as identified in the Endeavour Certified Design.

Inspection Hold Point means a point or milestone in the Inspection and Commissioning Plan which is identified as an "Inspection Hold Point" (in those or similar words), being a point at which Endeavour is entitled to inspect the progress of the Consumer Mains Installation Works as at that point or milestone.

Intellectual Property means all present and future rights conferred by Law in or in relation to any copy right, moral rights, trade marks, designs, patents, circuit layouts, business and domain names, inventions and other result of any intellectual activity in any field whatsoever.

Interest Rate means at any time the rate charged by Westpac Banking Corporation in New South Wales at the time to its prime corporate customers for overdrafts, as published in the Australian Financial Review at the start of each week and, if at any time that Westpac Banking Corporation rate is unavailable, then the Interest Rate at that time will be the interest rate reasonably determined by the party entitled at that time to receive interest as an interest rate equivalent to that Westpac Banking Corporation Rate.

Law means any:

- (a) Commonwealth, State, local or other government legislation, regulations, by-laws and other subordinate legislation;
- (b) duty, obligation or requirement of the principles of the common law or equity;



- (c) requirements of an Authority (including Authorisations and conditions in respect of any Authorisations); and
- (d) guidelines, plans or policies of a Commonwealth, State or local government or Authority with which the Customer is required to comply.

Letter of Intent means a notice (in the form provided by Endeavour) issued by the Customer to Endeavour notifying Endeavour of the details of the Customer's Contractors and other information and arrangements that Endeavour reasonably requires notice of prior to commencement of the Consumer Mains Installation Works or the Other Installation Works (as applicable) as notified to the Customer under clause 7.2.6.

Licensed Purpose has the meaning given to that expression in clause 16.1.2.

Loss or Losses means all damages, costs, losses, expenses and any liability whatsoever (including in respect of a Claim), whether contractual, tortious, statutory or otherwise.

Meter has the same meaning as given in the Rules.

Metering Coordinator has the same meaning as in the Rules.

Metering Data Provider has the meaning given in the Rules.

Metering Data Services has the meaning given in the Rules.

Metering Installation has the same meaning as in the Rules.

Metering Provider has the meaning given in the Rules.

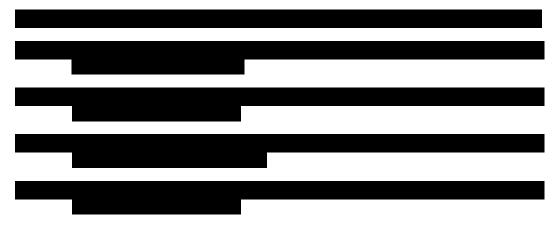
Minimum Capacity means the amount specified in Schedule 1.

MW means megawatts.

National Electricity Law or **NEL** means the national electricity law set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA) as it applies to New South Wales.

National Electricity Market has the same meaning as in the National Electricity Law.

Network Lessee means the Endeavour Network Asset Partnership (ABN 30 586 412 717), a partnership carried on under that name by:



Network Owner means Epsilon Distribution Ministerial Holding Corporation and its successors and assigns,

Network Price List means the network price list published on Endeavour's website at www.endeavourenergy.com.au.

NMI means a National Metering Identifier as defined in the Rules.

NOMW means, in relation to the Customer Connection, a Notification of Metering Works which is the notification of work performed at a Metering Installation. Unless specified otherwise, the NOMW must be sent to Endeavour via the B2B e-Hub and be in the format as defined in the B2B Procedure.

Notice of Referral has the meaning given in clause 23.3.1.

Operating Protocol means the high voltage operation and maintenance protocol in respect of the Customer Installation agreed or determined in accordance with clause 11.

Other Installation Works means:

- (a) any works (other than the Consumer Mains Installation Works) in relation to the Customer Installation that:
 - (i) the Customer must undertake to establish the Customer Connection (via the Consumer Mains Installation Works and Regulated Asset Works) as required under this contract; and
 - (ii) which have the potential to significantly affect the safe, secure and reliable operation and maintenance of the Consumer Mains Installation Works and Regulated Asset Works,

and which, for the avoidance of doubt, includes:

- (iii) any electricity generation or energy storage facilities connected to or forming part of the Customer Installation which are capable of exporting electricity through the Consumer Mains Installation Works to the Regulated Asset Works; and
- (iv) the Customer's main switchboards located within the Customer's property; and
- (b) works to establish metering arrangements (including a Metering Installation) for the Customer Connection in accordance with the requirements of all Energy Laws,

and, for the avoidance of doubt, includes the Customer Switchboard Works.

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 22.2.

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 and for the avoidance of doubt, includes a breach of clause 16, including any breach of a licence granted under that clause.



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

Project Commencement Notification has the meaning given in clause 7.5.2.

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

Recipient has the meaning given in clause 27.1.

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

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

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

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

Rules means the National Electricity Rules.

Security means Security in the form specified in Schedule 5.

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

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

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

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

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

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

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

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

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



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

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

Site means the site specified in Schedule 1.

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

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

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

Supply Services Contract means:

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

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

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

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

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

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

1.2 Interpretation

In this contract:

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(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

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

2. Condition Precedent

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3. Purpose of this contract

3.1 Customer Connection Contract to establish the Customer Connection

The parties acknowledge and agree that:

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



3.1.2 by executing and entering into this contract the Customer has accepted that Connection Offer and the terms and conditions of this contract have accordingly become a Connection Contract to establish the Customer Connection, for the purposes of clause 5A.F.5 of the Rules.

3.2 Supply of electricity from Endeavour's Distribution System

The parties also acknowledge and agree that, consistent with chapter 5A of the Rules:

- 3.2.1 the Customer may elect and Endeavour may agree to treat its Connection Offer as extending to Supply Services;
- 3.2.2 the parties may enter into a negotiated customer connection contract for Supply Services; and
- 3.2.3 if the parties do not enter into a negotiated customer connection contract for Supply Services by the date of energisation of the Customer Installation, the Supply Services will be the subject of Endeavour's Deemed AER Approved Standard Connection Contract for Large Customers.

3.3 Sale of electricity not covered by this contract

The parties further acknowledge and agree that:

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

3.4 Use of the Regulated Asset Works

The Customer acknowledges and agrees that the Regulated Asset Works will form part of Endeavour's shared distribution network and Endeavour will accordingly be entitled to use them as part of the shared network to provide network services and Connection Services to other customers in accordance with the Rules.

4. Customers obligations

4.1 Customer's general obligation

- 4.1.1 The Customer must, at its own cost, procure that:
 - (a) the Customer's Design Contractor is engaged to develop and submit to Endeavour the Proposed Method of Supply and the Draft Design;
 - (b) the Customer's Installation Contractor is engaged to undertake the construction, testing and commissioning of the Consumer Mains Installation Works;
 - (c) the Customer's Contractors to undertake the design, construction and commissioning of the Other Installation Works (other than the installation of a Meter);
 - (d) the Customer or the Customer's retailer appoints a Metering Coordinator to arrange for the provision and installation of a Metering Installation in respect of each Connection Point; and



(e) the Customer's retailer obtains a NMI from Endeavour (in its capacity as the network service provider) for each Metering Installation,

in accordance with:

- (f) the terms of this contract;
- (g) Good Industry Practice;
- (h) the requirements of all relevant Authorisations and Laws (including the Energy Laws); and
- (i) Endeavour's Connection Standards.

4.2 Customer's Work Health and Safety obligations

- 4.2.1 The Customer must, in carrying out its obligations under clause 4.1, comply with all applicable Work Health and Safety Laws.
- 4.2.2 The Customer must ensure that all of the Customer's Contractors comply with all applicable Work Health and Safety Laws.

4.3 Authorisations

The Customer will be responsible for obtaining and maintaining at its cost all Authorisations which the Customer is required under all relevant Laws to obtain or hold for the performance of the Consumer Mains Installation Works or the Other Installation Works.

4.4 Transfer of control or ownership of the Customer Installation

The Customer must notify Endeavour	of any transfer	of control
or ownership of the Customer Installati	on.	

5. Endeavour's Obligations

Endeavour will:

- (a) consider and assess the Proposed Method of Supply and Draft Design submitted by the Customer and the Customer's Design Contractor;
- (b) allow the Customer's Installation Contractor to undertake the construction, installation, testing and commissioning of the Consumer Mains Installation Works and connect them to the Endeavour Provided Works at the Connection Point: and
- (c) undertake the design, construction and installation of the Endeavour Provided Works and provide all required Ancillary Network Services,

in accordance with:

- (d) the terms of this contract;
- (e) Good Industry Practice;
- (f) the requirements of all relevant Authorisations and Laws (including the Energy Laws and any applicable performance standards under the National Electricity Rules); and



(g) Endeavour's Connection Standards.

6. Proposed Method of Supply

6.1 Proposed Method of Supply to be Developed

- 6.1.1 The Customer must ensure that the Customer's Design Contractor develops and submits to Endeavour a proposed method of supply for connecting the Customer Installation to Endeavour's Distribution System at the Connection Point ("Proposed Method of Supply").
- 6.1.2 A Proposed Method of Supply must be prepared in accordance with Endeavour's Design Requirements and Endeavour's Connection Standards, including the following:
 - (a) the general design and scope of the proposed Customer's Connection Works, supported by concept drawings, being for:
 - (i) the Consumer Mains Installation Works; and
 - (ii) the Other Installation Works,

but, for the avoidance of doubt, not the proposed Endeavour Provided Works, which do not form part of the Customer's Connection Works and will be separately designed by Endeavour (or by contractors separately engaged by it) prior to submission of the Endeavour Provided Works Program to the Customer under clause 10.1.1;

- equipment to be installed as part of the Customer's Connection Works (as described in in Schedule 2), including any equipment required for any of the proposed works referred to above; and
- (c) such other matters as Endeavour may reasonably require the Customer to address in the Proposed Method of Supply in relation to the Customer's Connection Works.
- 6.1.3 The Customer must provide Endeavour with such information as Endeavour may reasonably request for the purposes of assessing the Proposed Method of Supply.
- 6.1.4 Endeavour will, acting reasonably, assess the Proposed Method of Supply having regard to:
 - (a) this contract;
 - (b) the Application; and
 - (c) any information provided by the Customer in the Proposed Method of Supply or in accordance with clause 6.1.3.

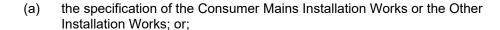
6.2 Issue and validity of Design Brief

6.2.1 Following its assessment of the Proposed Method of Supply, Endeavour will make such modifications to it as required by Endeavour (acting reasonably)

to the Customer as the Design Brief for the purposes of clause 7. Those modifications may include:

, issue it





- (b) any variations to any Consumer Mains Installation Works or the Other Installation Works, including as to their content (but unless otherwise agreed and
- (c) the categorisation (or re-categorisation) of any portion of the Customer's Connection Works as either "Consumer Mains Installation Works", "Regulated Asset Works", "Endeavour Chargeable Connection Works" or "Other Installation Works",

and to the extent that these modifications re-categorise any portion of the Customer's Connection Works as "Regulated Asset Works" or "Endeavour Chargeable Connection Works", then they will not form part of the Customer's Connection Works the subject of the Design Brief and will instead form part of the Regulated Asset Works or Endeavour Chargeable Connection Works (as applicable), to be separately designed by Endeavour (or contractors engaged by it) as referred to in clause 6.1.2(a).



The Design Brief expires after the date of its issue by Endeavour to the Customer if Endeavour has not issued an Approval Notice under clause 7 by then.

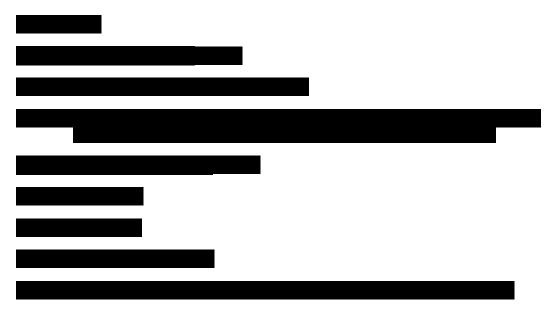
7. Preparation and approval of Design

7.1 Customer to review Design Brief



7.1.3 Endeavour must prepare and provide (or otherwise make available) such information as may be reasonably requested by the Customer for the purposes of enabling the Customer's Design Contractor to prepare the Draft Design for the Customer's Connection Works.





7.2 Preparation and approval of Draft Design

- 7.2.1 The Customer must ensure that:
 - the Customer's Design Contractor prepares the Draft Design in accordance (a) with the Design Brief and Endeavour's Design Requirements;
 - the Draft Design is certified by the Customer's Design Contractor as (b) complying with all applicable safety standards; and
 - (c) the Draft Design is submitted to Endeavour.



Endeavour will review the Draft Design and by written notice to the Customer determine, acting reasonably, to:

- accept the Draft Design as the Endeavour Certified Design ("Approval (a) Notice"); or
- (b) reject the Draft Design if it is not in accordance with this contract ("Rejection Notice").
- 7.2.4 Any Rejection Notice must contain written reasons for Endeavour's rejection and may suggest amendments that would facilitate Endeavour's approval of an amended Draft Design. Endeavour makes no representation and gives no warranty to the Customer in respect of the accuracy, contents or completeness of any suggested amendments.



- 7.2.5 If the Customer receives a Rejection Notice, the Customer may submit an amended Draft Design to Endeavour for approval and the provisions of clauses 7.2.2 and 7.2.3 will apply to any amended Draft Design submitted by the Customer.
- 7.2.6 Endeavour will enclose an approved form of Letter of Intent with any Approval Notice.
- 7.2.7 Only documents referred to, incorporated in, or otherwise attached to an Approval Notice form part of the Endeavour Certified Design.

7.3 Customer's acknowledgement in relation to design

The Customer acknowledges and agrees that Endeavour's:

- 7.3.1 issue of an Approval Notice under clause 7 or any other approval or certification by Endeavour in respect of the design of the Customer's Connection Works; or
- 7.3.2 receipt of any declaration, representation or any other acknowledgement from the Customer's Design Contractor in respect of the design of the Customer's Connection Works,

does not lessen or otherwise affect the Customer's obligations under this contract.

7.4 Endeavour Certified Design

If construction of the Consumer Mains Installation Works and Other Installation Works has not commenced within after the date of the Approval Notice:

- 7.4.1 the Approval Notice for that Endeavour Certified Design will expire; and
- 7.4.2 the construction of the Consumer Mains Installation Works and Other Installation Works must not commence thereafter, without the Customer first obtaining a new Approval Notice.

7.5 Commencement of the Consumer Mains Installation Works

The Customer must ensure that the Consumer Mains Installation Works do not commence unless Endeavour has provided an Approval Notice in respect of the Draft Design and the Customer has provided to Endeavour:

7.5.1

7.5.2 a formal written notification of commencement of construction of the Consumer Mains Installation Works and Other Installation Works (**Project Commencement Notification**).

8. Preparation for and construction of Consumer Mains Installation Works

8.1 Meetings

8.1.1 The Customer must ensure that the Customer's Installation Contractor attends a meeting with Endeavour ("Initial Meeting") within or such longer period as may be agreed by the parties.



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

8.2 Customer's Design Contractor to be available

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

8.3 Preparation of a Consumer Mains Installation Works Program

- 8.3.1 The Customer must submit a Consumer Mains Installation Works Program to Endeavour (in electronic and hard copy formats) no later than after the Initial Meeting.
- 8.3.2 The Consumer Mains Installation Works Program must:
 - (a) include a program for the construction of the Consumer Mains Installation Works in accordance with the Endeavour Certified Design, including:
 - (i) each of the stages or parts of the Consumer Mains Installation Works to be carried out or completed;
 - (ii) the key milestones for those stages and parts and the dates by which (or times within which) they are to be achieved or completed;
 - (iii) the Inspection Hold Points, Tests and an Inspection and Commissioning Plan;
 - (b) reflect the proposed progression of the Consumer Mains Installation Works and taking into account any constraints on access, performance or coordination;
 - (c) show the logical relationship between activities and events shown in the program, identify any applicable time leads and lags, resource and other constraints and the sequence of activities which constitute critical path items for progressing and completing the works;
 - (d) specify the proposed:
 - (i) Scheduled Consumer Mains Installation Works Commencement Date;
 - (ii) Scheduled Customer Switchboard Works Completion Date;
 - (iii) Scheduled Consumer Mains Installation Works Completion Date; and
 - (iv) Scheduled Other Installation Works Completion Date; and
 - (e) be in such form and include such detail as Endeavour reasonably requires.
- 8.3.3 Endeavour may:
 - (a) review the Consumer Mains Installation Works Program; and
 - (b) if Endeavour:
 - (i) reasonably considers that the Consumer Mains Installation Works Program does not comply with the requirements of this contract or



- would result in the Consumer Mains Installation Works failing to comply with the requirements of this contract; or
- (ii) does not agree to the proposed dates contemplated in clause 8.3.2(d) above; or
- (iii) does not agree to the proposed Inspection Hold Points (acting reasonably),

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

- 8.3.4 If Endeavour gives a notice under clause 8.3.3(b), the Customer must:
 - (a) amend the Consumer Mains Installation Works Program to address the matters specified in that notice; and
 - (b) resubmit the amended Consumer Mains Installation Works Program to Endeavour.
- 8.3.5 Clauses 8.3.2 to 8.3.4 apply to an amended Consumer Mains Installation Works Program the Customer resubmits to Endeavour.
- 8.3.6 The Customer must not:
 - (a) materially amend the Consumer Mains Installation Works Program; or
 - (b) change any Inspection Hold Point,

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

8.4 Construction of the Consumer Mains Installation Works

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



8.5 Inspection Hold Points and testing

- 8.5.1 The Customer must give Endeavour expects to achieve an Inspection Hold Point. written notice of the date it
- 8.5.2 When the Customer considers it has achieved an Inspection Hold Point, the Customer:
 - (a) must notify Endeavour of the Inspection Hold Point it has achieved;
 - (b) provide Endeavour with details of when the Customer will perform any applicable Tests or commissioning procedures applicable to the Inspection Hold Point; and
 - (c) must, subject to clause 8.5.3, ensure that:
 - (i) the Consumer Mains Installation Works are not covered up or made inaccessible and that work on them does not continue; or
 - (ii) (if the Inspection Hold Point relates to part only of those works) that part of the works is not covered up or made inaccessible and that work on that part does not continue,

until Endeavour has inspected those works (or that part) and notified the Customer in writing that it has no objection to the works proceeding.

8.5.3 If Endeavour does not inspect the Consumer Mains Installation Works (or the relevant part of the works, as the case may be)

then at any time thereafter the Customer may procure the recommencement of the those works (or that part, as the case may be).

8.6 Commissioning and Testing of Consumer Mains Installation Works

- 8.6.1 The Customer must:
 - (a) ensure that the Consumer Mains Installation Works are Tested and commissioned in accordance with Endeavour's Connection Standards, the Inspection and Commissioning Plan, any manufacturer's or trade warranties and the requirements of all relevant Laws (including the Energy Laws);
 - (b) provide Endeavour with at least written notice of any Test and allow Endeavour or its representative to be present and witness the conduct of any Test;
 - (c) provide the results of any Test to Endeavour; and
 - (d) subject to clause 8.6.2 below:
 - (i) commence the Consumer Mains Installation Works by the Scheduled Consumer Mains Installation Works Commencement Date; and
 - (ii) complete the Consumer Mains Installation Works by the Scheduled Consumer Mains Installation Works Completion Date.



8.7 Notice of completion of Consumer Mains Installation Works

- 8.7.1 When the Customer considers it has achieved completion of the Consumer Mains Installation Works, the Customer must notify Endeavour that it has done so by procuring that the Customer's Installation Contractor issues Endeavour with a:
 - (a) Consumer Mains Installation Works Complete Declaration; and
 - (b) Compliance Certificate for the Consumer Mains Installation Works.
- 8.7.2 The Customer must ensure that no further work is undertaken by the Customer's Installation Contractor or other contractors in relation to the Consumer Mains Installation Works once the Consumer Mains Installation Works Complete Declaration and the Compliance Certificate for the Consumer Mains Installation Works is provided to Endeavour.

9. Other Installation Works

9.1 Undertaking the Other Installation Works

The Customer must:

- 9.1.1 ensure that an appropriately licensed electrical contractor carries out any required Other Installation Works in accordance with:
 - any relevant requirements of the Endeavour Certified Design, the Consumer Mains Installation Works Program and the Endeavour Provided Works Program and Endeavour's Connection Standards, to Endeavour's reasonable satisfaction;
 - (b) Good Industry Practice; and
 - (c) all relevant Authorisations, Laws (including the Energy Laws) and Australian Standards; and
- 9.1.2 complete the Other Installation Works by the Scheduled Other Installation Works

 Completion Date,



9.2 Fitness for purpose

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

9.3 Completion and maintenance of records

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

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10. **Endeavour Provided Works**

10.1 **Endeavour Provided Works Program**

- 10.1.1 Endeavour will prepare and, by no later than after approving the Consumer Mains Installation Works Program, submit to the Customer an Endeavour Provided Works Program which must reasonably allow for and take into account (in accordance with Endeavour's discretion):
 - the construction, testing and commissioning of the Consumer Mains (a) Installation Works;
 - (b) the sequencing of the construction, testing and commissioning of the Consumer Mains Installation Works with the construction, testing and commissioning of the Endeavour Provided Works; and
 - the requirements set out in the Consumer Mains Installation Works Program. (c)
- 10.1.2 If reasonably requested by the Customer at any time prior to Endeavour submitting the Endeavour Provided Works Program to the Customer (as contemplated under clause 10.1.1), Endeavour will provide the Customer with details of and updates on the indicative milestones and proposed program for completion of the Endeavour Provided Works (subject to the final preparation and submission of the Endeavour Provided Works Program in accordance with clause 10.1.1).
- 10.1.3 Subject to clause 10.1.4, Endeavour may from time to time, at its discretion, notify the Customer of any changes to the Endeavour Provided Works Program and the program will be taken as amended accordingly.

10.2 Construction and commissioning

- 10.2.1 Subject to clause 10.2.2, Endeavour must undertake, commission and complete the Endeavour Provided Works in accordance with the Endeavour Provided Works Program and this contract.
- 10.2.2 Subject to clause 10.2.4, Endeavour will use reasonable efforts to prepare and submit the Endeavour Provided Works Program in accordance with clause 10.1.1 and achieve any key milestones, the completion of any stages of the Endeavour Provided Works and completion of the whole of the Endeavour Provided Works by any dates specified in the Endeavour Provided Works Program, including the Scheduled Endeavour Provided Works Completion Date.

10.2.3 Once Endeavour is satisfied (acting reasonably) that the Endeavour Provided Works have been satisfactorily completed, Endeavour will issue the Customer or the Customer's Installation Contractor a written notice of completion and the <u>Endeavour Provided Works (Endeavour Provided Works Completion Notice)</u>



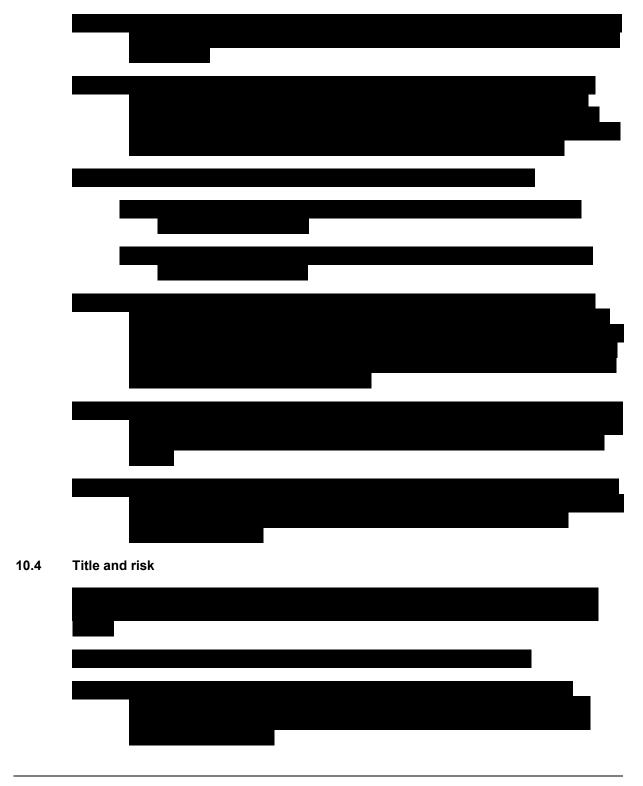
- 10.2.4 Endeavour will use reasonable endeavours to:
 - (a) prepare and submit the Endeavour Provided Works Program in accordance with clause 10.1.1;
 - (b) commence the Endeavour Provided Works by the Scheduled Endeavour Provided Works Commencement Date; and
 - (c) complete the Endeavour Provided Works by the Endeavour Provided Works Completion Date.
- 10.2.5 If, despite complying with clause 10.2.4, Endeavour will be unable to:
 - (a) prepare and submit the Endeavour Provided Works Program by the time period specified in clause 10.1.1
 - (b) commence the Endeavour Provided Works by the Scheduled Endeavour Provided Works Commencement Date; and
 - (c) complete the Endeavour Provided Works by the Scheduled Endeavour Provided Works Completion Date,

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

- 10.2.6 An extension the Scheduled Consumer Mains Installation Works Completion Date in accordance with clause 8.6.2 will be taken to be such a reasonable requirement for a corresponding extension to the Scheduled Endeavour Provided Works Completion Date.
- 10.2.7 A notice given under clause 10.2.5 will include details of the reason the extension is required and why the period of the extension is reasonable.

10.3 Charges for Endeavour Chargeable Connection Works





11. Operating Protocol

11.1 Parties to agree on an Operating Protocol

Subject to clause 11.2, the parties must from time to time, and in any event by no later than completion of (whichever is later):

11.1.1 the Consumer Mains Installation Works; and



11.1.2 the Other Installation Works,

or such other date agreed by the parties in writing, agree on an Operating Protocol to address:

- 11.1.3 maintenance and operation of the Customer's Facilities, to be procured by the Customer and the Distribution System by Endeavour;
- 11.1.4 the planning of outages to the Customer's Facilities (in the case of the Customer) and the Distribution System (in the case of Endeavour);
- 11.1.5 conditions of access to each party's property; and
- 11.1.6 such other matters agreed by the parties.

11.2 Failure to agree

11.2.1 If the parties have failed to agree upon an Operating Protocol as required by clause 11.1 by

then either party may treat that failure to agree as a Dispute for the purposes of clause 23.2 to be resolved in accordance with clause 23.

- 11.2.2 Any arbitrator appointed under clause 23 in respect of a Dispute referred to in clause 11.2.1 may determine an Operating Protocol to apply to the parties for the purposes of this contract on such terms and conditions as the arbitrator considers reasonable having regard to:
 - (a) the requirements for the Operating Protocol specified in clause 11.1; and
 - (b) the terms and conditions of this contract.

11.3 Compliance with Operating Protocol

Endeavour and the Customer must comply with any Operating Protocol agreed under this clause or determined under clauses 11.2.2 and 23.

12. Permission to connect

12.1 Permission to Connect

- 12.1.1 Once Endeavour has inspected the Consumer Mains Installation Works and the Customer Switchboard Works and has:
 - (a) issued the Endeavour Provided Works Completion Notice;
 - (b) received the Consumer Mains Installation Works Complete Declaration and Compliance Certificate in respect of the Consumer Mains Installation Works as required to be provided under clause 8.7.1;
 - (c) received a Compliance Certificate and supporting documentation for the Customer Switchboard Works in accordance with clause 9.3.1(a); and

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

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

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

12.2 Delivery of documents and information

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

13. Metering

13.1 Provision and installation of Metering Installation

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



14. Energisation

14.1 Energisation following completion of works

- 14.1.1 Upon completion of the Consumer Mains Installation Works and the Customer Switchboard Works in accordance with this contract, the Customer must provide Endeavour with:
 - (a) Permission to Connect; and
 - (b) Compliance Certificate for the Customer Switchboard Works.
- 14.1.2 Endeavour will be responsible for energising the Customer Connection once clause 14.1.1 has been complied with and provided a Permission to Connect has been issued under clause 12.
- 14.1.3 The Customer must also ensure its Metering Coordinator provides Endeavour with a NOMW, within Installation.

14.2 Refusal to energise the Customer Connection

Endeavour reserves the right to refuse to energise the Customer Connection if, in Endeavour's view, the safety, security or capacity of its Distribution System may be compromised.

15. Ancillary Network Services

15.1 Performance of Ancillary Network Services



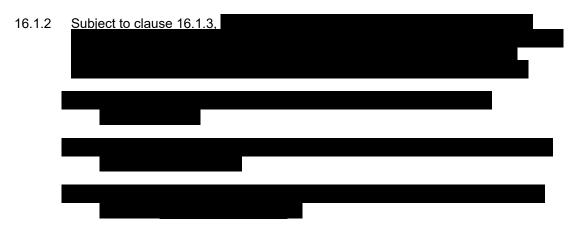
15.1.2 Endeavour will undertake Ancillary Network Services at such time and in such manner as Endeavour reasonably determines (subject to any provisions relating to timing set out in this contract in relation to the performance of its functions under this contract or any requirement of Law).

15.2 Payment of Ancillary Network Services Charges



16. Intellectual Property Rights

16.1.1 Nothing in this contract affects ownership of Intellectual Property belonging to Endeavour, the Network Owner, the Customer, the SM-WSA Contractors or the Customer's Accredited Service Providers.



16.1.3 The Customer:

- (a) must ensure that any Endeavour Information provided to, or used by the Customer (or the Customer's Contractors) is stored only in Australia and is not accessible from outside of Australia;
- (b) must only use, and must ensure the Customer's Contractors only use, Endeavour Information for the Licensed Purpose; and



17. Right of access, inspection and Defects

17.1 Endeavour to have right of access

- 17.1.1 The Customer must provide Endeavour and any person authorised by Endeavour with safe and unhindered access to and over the land and premises owned or controlled by the Customer on which any of the Customer's Connection Works or the Endeavour Chargeable Connection Works are (or will be) located for any purpose or activity in connection with the undertaking of the Customer's Connection Works or the Endeavour Chargeable Connection Works including:
 - (a) to enable Endeavour to access the Site and to undertake the Endeavour Provided Works on the Site;

- (b) the inspection of any Consumer Mains Installation Works, Other Installation Works or any other works carried out in relation to any of those works by any of the Customer's Contractors;
- (c) the exercise of any other function conferred on Endeavour under any Energy
- 17.1.2 Endeavour will use reasonable endeavours to give Customer when it requires internal access to any building at the land or premises as referred to under clause 17.1.1.
- 17.1.3 Subject to applicable Laws, Endeavour will use its reasonable endeavours to comply with any reasonable requirements of the Customer relating to the exercise of Endeavour's rights under this clause (including safety requirements).

17.2 Inspection of works and correction of Defects

- 17.2.1 The parties acknowledge and agree that nothing in this clause 17.2 limits or derogates from, Endeavour's rights under applicable Laws, including with respect to the connection of the Customer Installation to Endeavour's Distribution System.
- 17.2.2 Endeavour does not represent nor warrant that any inspection carried out by Endeavour will identify any or all faults or Defects in the Endeavour Certified Design, the Consumer Mains Installation Works or in the Other Installation Works, nor that those works are free from fault or Defects if none are identified in the course of any such inspection carried out by Endeavour.
- 17.2.3 The Customer must rectify any Defects in the Consumer Mains Installation Works and the Other Installation Works in accordance with this contract. Despite its approval of the Endeavour Certified Design, Endeavour does not represent or warrant that the Endeavour Certified Design is free from Defects.
- 17.2.4 Endeavour may notify the Customer of:
 - (a) any Defects in relation to the Endeavour Certified Design, the Consumer Mains Installation Works or in the Other Installation Works; or
 - (b) any items in relation to the Endeavour Certified Design, the Consumer Mains Installation Works or in the Other Installation Works that must be completed,
- 17.2.5 The Customer must ensure that the relevant Customer's Contractor corrects or ensures the correction of any Defects and undertakes any items of work contained in the notice under clause 17.2.4 as soon as reasonably practicable.

18. Charges, invoicing and payment

18.1 Charges payable by the Customer

- 18.1.1 The Customer must pay:
 - (a) to the Customer's Contractors, all charges and costs payable to them for all works, goods and services provided by them in connection with the Proposed



- Method of Supply, the Draft Design, the Endeavour Certified Design, the Consumer Mains Installation Works and the Other Installation Works; and
- (b) to Endeavour, all Ancillary Network Service Charges payable for all Ancillary Network Services provided by Endeavour under this contract.

18.2 Invoices for Ancillary Network Services

- 18.2.1 Subject to clause 18.2.2, Endeavour may send an invoice for Ancillary Network Services Charges to the Customer or, if requested by the Customer, to:
 - (a) the Customer's Design Contractor, for any Ancillary Network Services
 Charges
 - (b) the Customer's Installation Contractor, in relation to any other Ancillary Network Services Charges; or
 - (c) a SM-WSA Contractor,
- 18.2.2 If Endeavour requires payment of an Ancillary Network Services Charge in advance of providing an Ancillary Network Service, Endeavour will notify the Customer or, if applicable, the relevant Customer's Contractor nominated by the Customer under clause 18.2.1, and issue an invoice accordingly.
- 18.2.3 Despite the rest of this clause 18.2, the Customer remains liable for all amounts invoiced under this contract until such time as they are paid in full, provided that if Endeavour is at any time legally required to pay back and pays back to the Customer's Contractor (or any administrator, liquidator or receiver appointed to it) any amount paid to Endeavour by that Customer's Contractor, then that amount will be treated as still outstanding and payable to Endeavour by the Customer.

18.3 Form of invoices

Each invoice issued by Endeavour must:

- 18.3.1 separately identify each of the Ancillary Network Services provided (or to be provided), as well as the Ancillary Network Services Charge payable for each of those services, in the case of an invoice for such charges; and
- 18.3.2 state each amount payable as inclusive or exclusive of GST.

18.4 **GST**

Where an amount paid by or on behalf of the Customer by the Customer's Contractors 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.

18.5 Payment

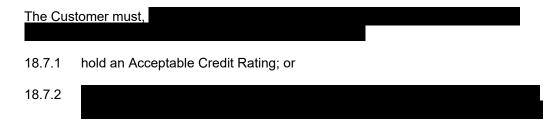
Within the Customer or the Customer's Contractors (as the case may be) must pay to Endeavour the amount set out in the invoice.



18.6 Information in relation to invoices

Endeavour must provide the Customer with such information as may be reasonably required or requested by the Customer to verify the amount of the payment in respect of each invoice issued by Endeavour under this contract.

18.7 Security



19. Representatives of the parties

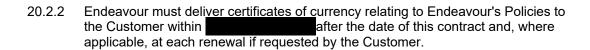
- **19.1** The parties' Representatives are the persons identified in Schedule 1.
- 19.2 The parties' may from time to time appoint some other person as their Representative in place of the person previously appointed and must give notice of the name of that person to the other party without delay.
- **19.3** The Representative of each party represents and acts for that party at all times during the term of this contract.
- 19.4 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.

20. Insurance

20.1 Customer's responsibilities

- 20.1.1 The Customer must, at its own expense, take out and maintain in effect, or procure that a SM-WSA Contractor takes out and maintains in effect, until the Completion the Customer Policies set out in in Schedule 4.
- 20.1.2 The Customer must deliver certificates of currency to Endeavour within after the date of this contract and, where applicable, at each renewal

20.2 Endeavour's responsibilities





21. Force Majeure

21.1 Force Majeure

Subject to the rest of this clause 21, 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.

21.2 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 21.1 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.

21.3 Avoidance and mitigation

A party seeking to rely on clause 21.1 must:

- 21.3.1 use its reasonable endeavours to overcome or avoid the Force Majeure Event; and
- 21.3.2 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.

21.4 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 this contract by giving written notice to the other party.

22. Default and termination

22.1 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:

- 22.1.1 that the Default has occurred; and
- 22.1.2 the particulars of the Default and circumstances constituting the Default.

22.2 Performance Default - Cure Period

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

- 22.2.1 the defaulting party must prepare a draft Corrective Action Plan and submit it to the non-defaulting party within for the Default Notice;
- 22.2.2 the Cure Period specified in the draft Corrective Action Plan must



- 22.2.3 the non-defaulting party may comment on the draft Corrective Action Plan submitted to it by the defaulting party and any comments must be provided to the defaulting party within 5 Business Days of receipt of the draft Corrective Action Plan;
- 22.2.4 if non-defaulting party does make any comments on the draft Corrective Action Plan, the defaulting party must:
 - (a) incorporate the comments of the non-defaulting party into the draft Corrective Action Plan to the extent they are:
 - (i) reasonable;
 - (ii) consistent with Good Industry Practice
 - (iii) consistent with that party's obligations under this contract; and
 - (b) re-submit the draft Corrective Action Plan to the non-defaulting party,

within of receipt of any comments from non-defaulting party;

- 22.2.5 the **Settled Corrective Action Plan** will be:
 - (a) if the defaulting party is not required to alter and re-submit the draft Corrective Action Plan under clause 22.2.4, the draft submitted under clause 22.2.1; or
 - (b) otherwise, the draft Corrective Action Plan submitted under clause 22.2.4(b).

22.3 Financial Default

- 22.3.1 If a Financial Default occurs, the non-defaulting party may, without prejudice to any other right, give a notice to the defaulting party specifying the Financial Default and giving the defaulting party from the date of the notice (the "Financial Cure Period") to remedy the Financial Default.
- 22.3.2 Without prejudice to any other rights of the non-defaulting party, the defaulting party must pay the non-defaulting party interest on the amount which is the subject of a Financial Default (plus any accrued interest compounding daily) at the Default Rate from the date when payment is due until the Financial Default is remedied.

22.4 Termination

- 22.4.1 If:
 - (a) a defaulting party does not cure a Default within its Cure Period; or
 - (b) if an Insolvency Event occurs in respect of a party,

then the other party may, in addition to any other rights and remedies it may have under this contract, exercise any one or more of the following remedies:



- (c) terminate this contract by giving written notice to the defaulting party (to take effect in accordance with clause 22.4.2); and
- (d) any other legal or equitable remedies available to it.
- 22.4.2 A termination notice under this clause takes effect on the later of:
 - (a) the time it is given to the defaulting party
 and
 - (b) the time specified in the notice.

22.5 Survival

Termination of this contract for any reason does not affect:

- 22.5.1 any rights of any party against another party which:
 - (a) arose prior to the time at which such termination or expiration occurred; and
 - (b) otherwise relate to or may arise at any future time from any breach or nonobservance of obligations under this contract occurring prior to the termination or expiration; or
- 22.5.2 the rights and obligations under this clause 22 and clauses 17, 18, 25, 26 and 27.

23. Dispute resolution

23.1 Rules Disputes

If a dispute arises between the parties under or in relation to this contract which:

- 23.1.1 relates to the obligations of either party under the Rules;
- 23.1.2 relates to the interpretation of the Rules; or
- 23.1.3 is otherwise within the terms of section 8.2.1(a) of the Rules,

then such disputes will be resolved in accordance with section 8.2 of the Rules.

23.2 Other Disputes

- 23.2.1 If a dispute arises between the parties under or in relation to this contract which is not required to be resolved in accordance with section 8.2 of the Rules ("**Dispute"**), then either party may give the Senior Manager of the other party a notice specifying the matters in dispute ("**Dispute Notice**").
- 23.2.2 If a Dispute is not resolved within Notice under clause 23.2.1, 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.



23.3 Arbitration

- 23.3.1 If a Dispute is not resolved within Notice under clause 23.2.1 (or such longer period as the parties agree in writing), then at any time thereafter either party may, by written notice to the other, refer the Dispute to arbitration under this clause 23.3 ("Notice of Referral").
- 23.3.2 This clause 23.3 is an arbitration agreement for the purposes of the *Commercial Arbitration Act 2010* (NSW) ("**Arbitration Act**").

23.4 Arbitrator

An arbitration under clause 23.3 must be conducted by a single arbitrator:

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

23.5 Conduct of Arbitration

- 23.5.1 An arbitration under clause 23.3 must be conducted in accordance with the IAMA Arbitration Rules current as at the date of the Notice of Referral.
- 23.5.2 The seat of the arbitration is New South Wales and the proper law of the arbitration will be the laws of New South Wales.

23.6 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.

23.7 Proportionate liability

To the extent permitted by law, an arbitrator appointed under clause 23.3 has no power to apply or have regard to proportionate liability legislation which might, in the absence of this clause 23.7, apply to a Dispute referred to arbitration under this clause 23.

23.8 Continuing obligations

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

23.9 Urgent relief

Nothing in this clause 23 prejudices the right of a party to seek urgent injunctive or declaratory relief for any matter in connection with this contract.

24. Assignment and Change of Control

24.1 Assignment

24.1.1 Subject to clause 29.19 (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.
- 24.1.2 In the case of an Assignment under clause 24.1, 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 24.1.1(a) or 24.1.1(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.

24.2 Subcontracting and agency



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24.3 Change of Control

- 24.3.1 The parties acknowledge and agree that this clause 24.3 and clause 24.4 will only apply to the Customer on and from the date that the Customer ceases to be, and while the Customer is not, a Government Entity or majority owned Government Entity.
- 24.3.2 Subject to clause 24.3.3, a Change of Control occurs in relation to a body corporate or entity (the body) where:
 - (a) an entity that Controls the body ceases to Control the body; or
 - (b) an entity that does not Control the body comes to Control the body,

(Change of Control).

- 24.3.3 No Change of Control occurs if:
 - the entity that ceases to Control the body under clause 24.3.2(a) was, immediately beforehand, Controlled by a body corporate that continues to Control the body;
 - (b) the entity that comes to Control the body under clause 24.3.2(b) is, immediately afterward, a wholly-owned subsidiary of a body corporate that previously Controlled and continues to Control the body;
 - (c) it results from a Change of Control of a listed entity;
 - (d) it results from the body becoming a listed entity; or
 - (e) it results from an entity that Controls the body becoming a listed entity.
- 24.3.4 In this clause 24:
 - (a) each of listed and wholly–owned subsidiary have the meanings given in section 9 of the Corporations Act; and
 - (b) entity has the meaning given in section 64A of the Corporations Act.

24.4 Change of Control Notice

- 24.4.1 The Customer must obtain Endeavour's prior written consent for any Change of Control of the Customer and it must provide Endeavour with at prior written notice 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 24.4; 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.
- 24.4.2 Within Customer in accordance with clause 24.4.1, Endeavour must indicate whether or not it consents to the Change of Control, which consent will not be unreasonably withheld if the Customer will continue to be financially and technically capable of fulfilling its obligations under this contract.
- 24.4.3 If Endeavour does not consent to a Change of Control under this clause 24.4 under clause 24.4.1 and a Change of Control occurs in relation to the Customer, then Endeavour may terminate this contract by providing to the Customer.

24.5 Security Interests

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

24.6 Successors

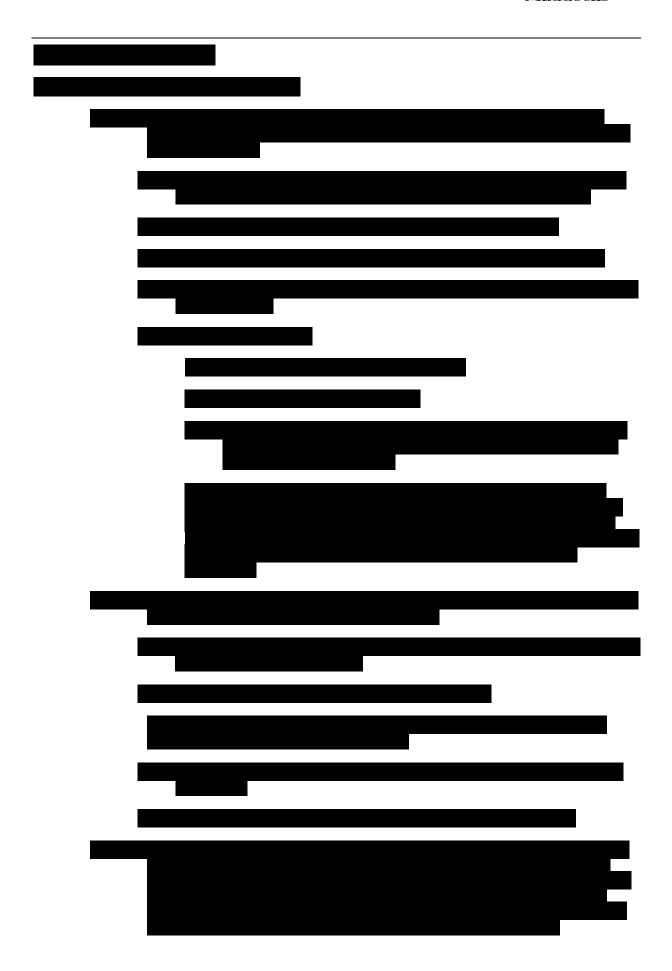
This contract binds the successors and permitted assignees of any party.

25. Warranties

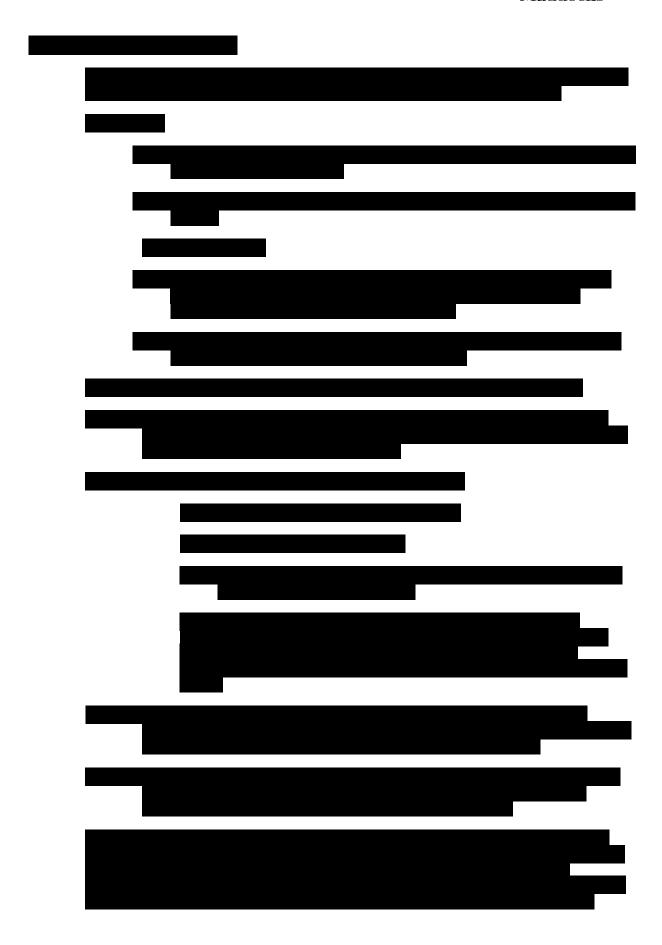
Each party warrants, represents and undertakes to the other party that:

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

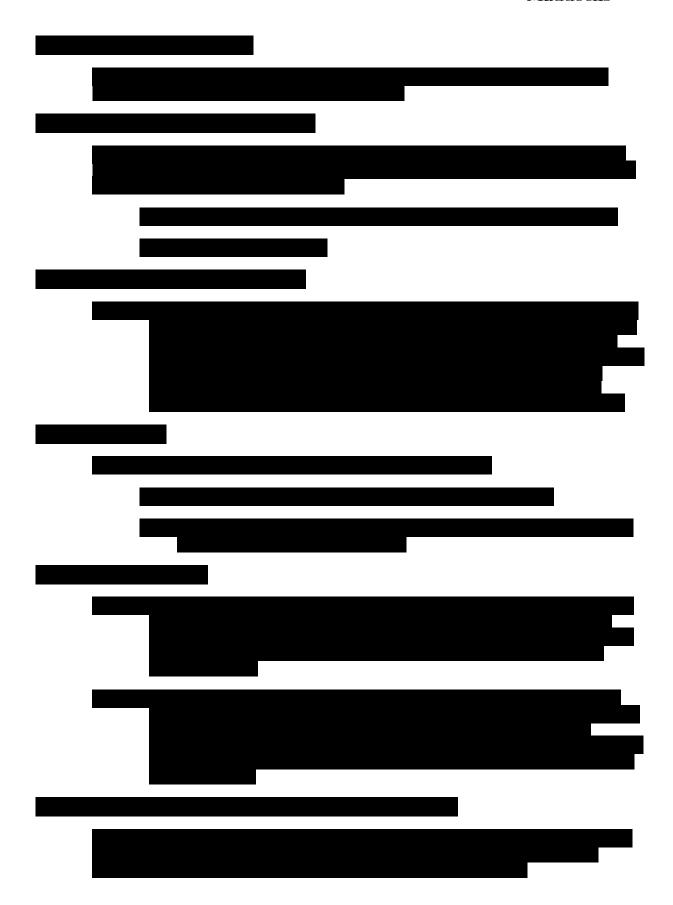














27. Confidentiality

27.1 Use and disclosure of Confidential Information

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

- 27.1.1 use any Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this contract; or
- 27.1.2 disclose any Confidential Information except in accordance with this clause 27.

27.2 Disclosures to personnel and advisers

- 27.2.1 The Recipient may disclose Confidential Information to an officer, employee, agent, contractor, financial or other professional adviser or to the Network Owner or the Network Lessee
 - (a) the disclosure is:
 - (i) necessary to enable the Recipient to perform its obligations or to exercise its rights under this contract; or
 - (ii) if the Customer is the Recipient, to a person that is the Customer's Contractor; and
 - (b) prior to disclosure, the Recipient informs the person of the Recipient's obligations in relation to the Confidential Information under this contract and obtains an undertaking from the person to comply with those obligations.
- 27.2.2 The Recipient must ensure that any person to whom Confidential Information is disclosed under this clause 27 keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under this clause 27.
- 27.2.3 The Recipient may disclose Confidential Information to its legal, financial, taxation or insurance advisers for the purpose of obtaining advice, or to Related Bodies Corporate (or in the case of Endeavour, the Network Owner, the Network Lessee or any other partnership formed in connection with the operation of Endeavour's network business) for corporate governance reporting purposes.
- 27.2.4 A Customer's Contractor may disclose Confidential Information:

(a) subject to clause 27.2.1 and 27.2.2, to an officer, employee, agent, contractor,

(for

corporate governance reporting purposes); and

investor, financier, or to Related Bodies Corporate

(b) its and their respective professional, legal, financial, taxation or insurance advisers for the purpose of obtaining advice in relation to the Customer's rights and obligations under this contract.

27.3 Disclosures required by law

- 27.3.1 Subject to clause 27.3.2, the Recipient may disclose Confidential Information that the Recipient is required to disclose:
 - (a) by law or by order of any court or tribunal of competent jurisdiction;
 - (b) by any Authority, stock exchange or other regulatory body; or
 - (c) in the case of the Customer, required by a House of Parliament, a Committee of a House of Parliament or for any legitimate government purpose.
- 27.3.2 If the Recipient is required to make a disclosure under clause 27.3.1, the Recipient must:
 - (a) to the extent possible, notify the Discloser immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (b) consult with and follow any reasonable directions from the Discloser to minimise disclosure; and
 - (c) if disclosure cannot be avoided:
 - (i) only disclose Confidential Information to the extent necessary to comply; and
 - (ii) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

27.4 Publicity

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

28. Notices

28.1 Delivery of notice

- 28.1.1 Subject to clause 28.2, a notice or other communication given to a party under this contract must be in writing and in English, and must be delivered to the party by:
 - (a) delivering it personally to the party at the party's address set out in Schedule 1;
 - (b) leaving it at that address;



- (c) posting it by prepaid post to that address; or
- (d) emailing to the party's email address set out in Schedule 1.
- 28.1.2 If the person to be served is a company, the notice or other communication may be served at the company's registered office.

28.2 Change of address details

- 28.2.1 Either party may change its address details for the purposes of the delivery of notices under clause 28.1, by giving notice under that clause to the other party at the address (or email address) set out in Schedule 1, or at the last address (or email address) previously notified under this clause 28.1.2.
- 28.2.2 The Customer may, by notice given under this clause,

change its address details for the purposes of the delivery of notices under clause 28.1 in respect of any or all matters under this contract.

28.3 Time of service

- 28.3.1 A notice or other communication is taken to be delivered:
 - (a) if delivered personally or left at the person's address, upon delivery;
 - (b) if posted within Australia to an Australian address:
 - (i) using express post, after posting;
 - (ii) using priority prepaid post or priority registered post, after posting; and
 - (iii) using any other prepaid post, after posting;
 - (c) if posted to an address in a different country, and after posting; and
 - (d) if delivered by email, at the time the email left the sender's email system, unless the sender receives notification that the email was not received by the recipient.



29. General

29.1 Governing law

This contract is governed by and must be construed according to the law applying in New South Wales.



29.2 Jurisdiction

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this contract.

29.3 Amendments

This contract may only be varied by a document executed by or on behalf of each party.

29.4 Entire agreement

To the extent permitted by law, in relation to its subject matter, this contract:

- 29.4.1 embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- 29.4.2 supersedes any prior written or other agreement of the parties.

29.5 No representation or reliance

- 29.5.1 Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this contract, except for representations or inducements expressly set out in this contract.
- 29.5.2 Each party acknowledges and confirms that it does not enter into this contract in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this contract.



29.7 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise, or a delay in exercising a right, power or remedy, does not prevent its exercise.

29.8 Consents

A consent required under this contract from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this contract expressly provides otherwise.

29.9 Remedies cumulative

The rights, powers and remedies provided in this contract are cumulative with and not exclusive of the rights, powers remedies provided by law independently of this contract.



29.10 Waiver

- 29.10.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this contract by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this contract.
- 29.10.2 A waiver or consent given by a party under this contract is only effective and binding on that party if it is given or confirmed in writing by that party.
- 29.10.3 No waiver of a breach of a term of this contract operates as a waiver of another breach of that term or of a breach of any other term of this contract.

29.11 Severance

If the whole or any part of a provision of this contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this contract or is contrary to public policy.

29.12 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this contract.

29.13 Counterparts

This contract may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.



29.16 Consent to electronic execution

Each party consents to the signing of this contract by electronic means. The parties agree to be legally bound by this contract signed in this way.

29.17 Electronic means

Any party may provide each other party with the ability to sign this contract by electronic means, including by giving access to software or to an online service for this purpose.

29.18 Sydney Metro as a public authority

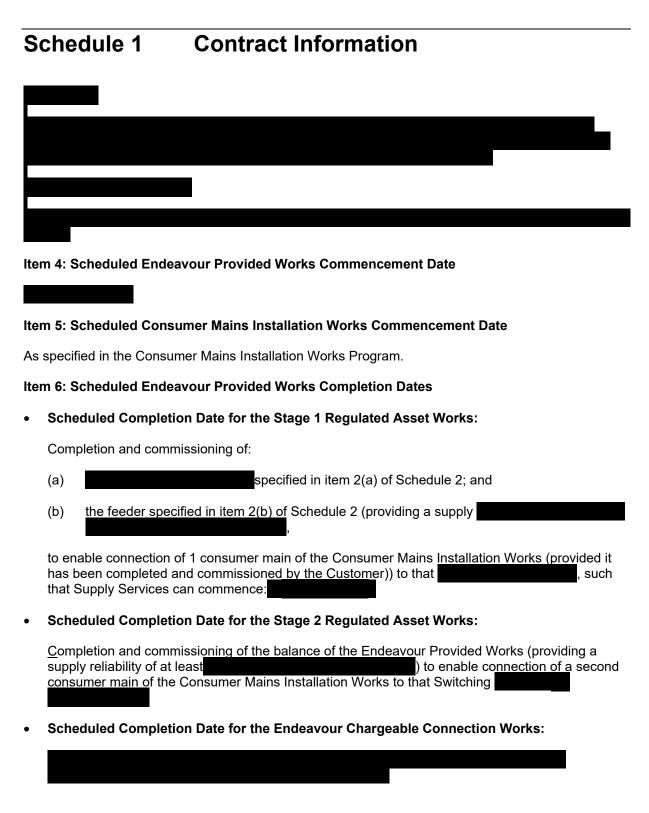
The parties acknowledge and agree that nothing in this contract will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Customer to exercise any of its respective functions and powers pursuant to any Law.

29.19 Transfer of functions or NSW Public Transport Assets

- 29.19.1 The parties acknowledge that:
 - (a) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency or may be transferred to or vested in another entity;
 - (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.
- 29.19.2 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.

29.19.4 For the purposes of clause 29.19:

- (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.



Item 6A: Scheduled Other Installation Works Completion Date

As specified in the Consumer Mains Installation Works Program.

Item 7: Scheduled Consumer Mains Installation Works Completion Date

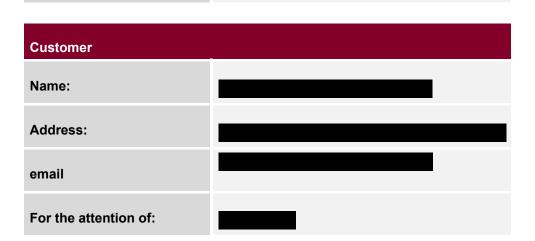
As specified in the Consumer Mains Installation Works Program.



Item 8: Scheduled Customer Switchboard Works Completion Date

As specified in the Consumer Mains Installation Works Program.

Item 9: Representatives					
(a)	Endeavour representative:				
	Name: Position:				
(b)	<u>Customer representative</u> :				
	Name: Position:				
Item 10: Senior Manager					
(a)	Endeavour Senior Manager:				
	Name: Position title:				
(b)	<u>Customer Senior Manager</u>				
	Name: Position title:				
Item 11: Addresses for notices					
Endeav	our				
Name:					

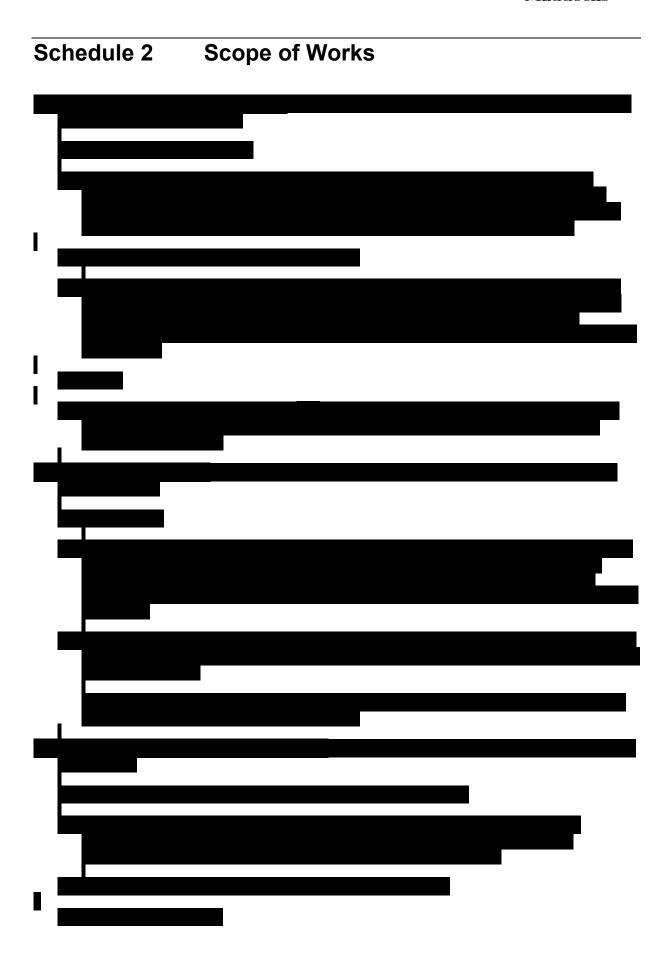


Address:

For the attention of:

email













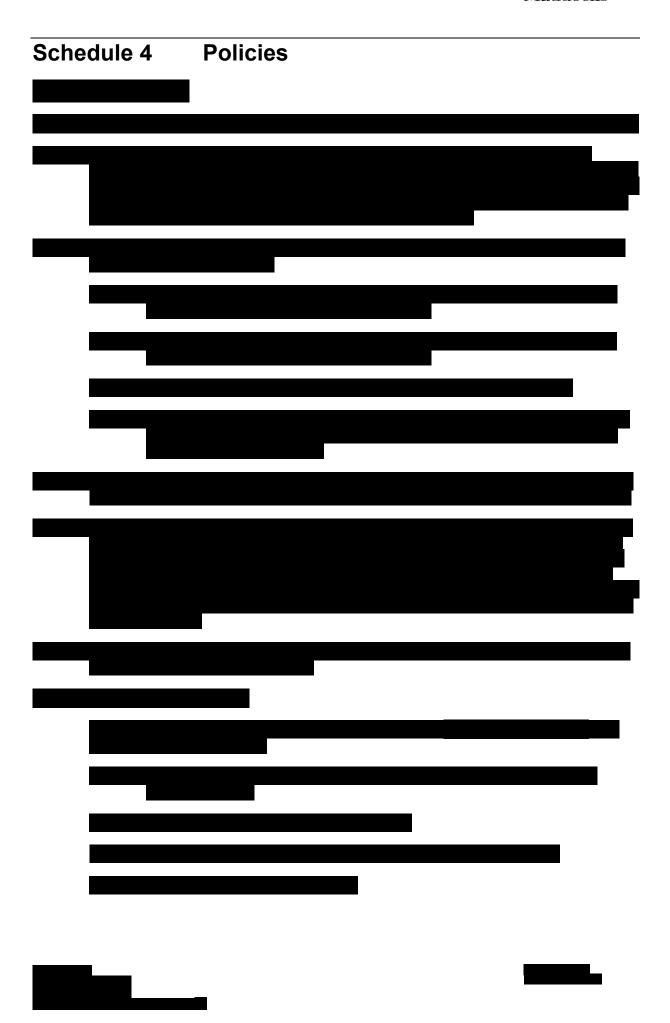




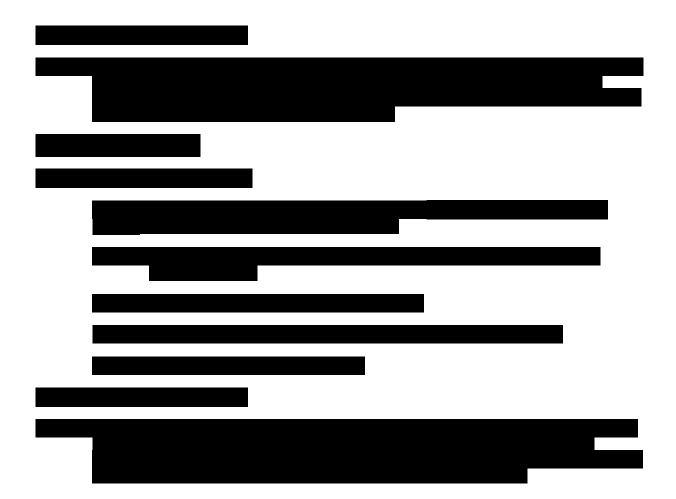
Schedule 3 Connection Point

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

${f Maddocks}$





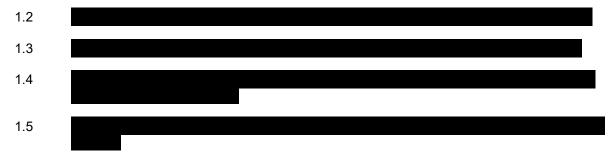


Schedule 5 Security

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,



2. Security Amount

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



- 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, Endeavour may request the Customer to provide additional Security for the amount of that shortfall. The Customer must provide any such additional Security within and
- 2.4 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.

3. Changes to 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.

4.4	_		



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

*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).



Signing Page

EXECUTED as an **AGREEMENT**

EXECUTED for and on behalf of **Endeavour**

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.

Network Operator Partnership ABN 11 247
365 823 by its duly authorised Attorney under
Power of Attorney (Book 4793 No 61):

Signature of Attorney

Signature of witness

Name

