Gas Transportation Agreement (West Coast Grid)

Date

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

Parties

APA	**[*]**
ACN/ABN	[*]
Address for service	Level 25, 580 George Street, Sydney NSW 2000
	Copy to: Manager Commercial Contracting & Governance, Level 12, 80 Ann Street, Brisbane, Qld 4000 or as notified by APA to Shipper from time to time
APA's Representative	Manager Commercial Contracting & Governance
Email	commercial.contracts@apa.com.au

Shipper	**[*]**
ACN/ABN	[*]
Address for service	[*]
Address for invoices	[*]
Shipper's Representative	[*]
Email	[*]

SAMPLE

Gas Transportation Agreement (West Coast Grid)

Details

Pipeline	*[Insert name/s of pipeline/s]*
Jurisdiction	Western Australia
Commencement Date	The start of the Day that begins on [*].
Term	The period commencing on the Commencement Date and ending, subject to this Agreement, at the end of the Day that begins on [*].
Services	*[select applicable services and delete others]* Firm Service Interruptible Service Firm Parking Service Interruptible Parking Service Firm Loan Service Interruptible Loan Service Firm Pressure Service Interruptible Pressure Service Redirection Service In-Pipe Trade Service Capacity Trading Service
Base Contract MDQ [Note: Contract MDQ may be increased for a Day in accordance with clause 27.6]	The quantities set out below in respect of each Segment/Not applicable

Segment	Period	MDQ** (GJ/Day)
[*]	[*]	[*]

** Note: where the relevant Period is part of a Year only, this MDQ is **Seasonal Capacity**

Base Contract Pressure MDQ [Note: Contract Pressure MDQ may be increased for a Day in accordance with clause 27.6]	[*] GJ per Day/Not applicable

Rates [Note: these Rates are GST-exclusive and are escalated in accordance with clause 6.20. Rates apply to all Segments unless otherwise indicated.]	**Capacity Rate**	$[*] per GJ
	Short Term Capacity Rate	130% of the Capacity Rate
	Day Ahead Capacity Rate	150% of the Capacity Rate
	Within Day Capacity Rate	160% of the Capacity Rate
	Throughput Rate	$[*] per GJ/Not applicable
	Interruptible Rate	[*]% of Capacity Rate
	Capacity Trading Rate	$[*] per GJ/Not applicable
	Firm Parking Rate	$[*] per GJ/Not applicable

SAMPLE

Interruptible Parking Rate	$[*] per GJ/Not applicable
Firm Loan Rate	$[*] per GJ/Not applicable
Interruptible Loan Rate	$[*] per GJ/Not applicable
Firm Pressure Rate	$[*] per GJ/Not applicable
Short Term Firm Pressure Rate	130% of the Firm Pressure Rate
Day Ahead Pressure Rate	150% of the Firm Pressure Rate
Within Day Pressure Rate	160% of the Firm Pressure Rate
Interruptible Pressure Rate	$[*] per GJ/Not applicable
Overrun Rate	For Overrun Quantities related to Firm Services with a Contract MDQ of 0 GJ - $[*] per GJ Otherwise - 200% of the applicable Rate (such as the Capacity Rate, Throughput Rate, Short Term Capacity Rate, Day Ahead Capacity Rate, Within Day Capacity Rate or Interruptible Rate) for the Service to which the Overrun Quantities relate
Imbalance Rate	[*] per GJ/[*]% of Capacity Rate
Redirection Rate	$[*] per GJ/Not applicable
In-Pipe Trade Rate	$[*] per GJ up to a maximum In-Pipe Trade Charge of $[*] per Month/Not applicable
Capacity Trading Participation Charge	$[*] per Pipeline per Month/Not applicable
Tolling Rate	$[*] per GJ/Not applicable

Rate Set Date	*[insert base date for calculation of Rates for escalation purposes]*
Minimum Bill [Note: this is GST-exclusive and is escalated in accordance with clause 6.20]	[*]/Not applicable
Specific Imposts [See clause 6.21]	Levies charged under the *Petroleum and Geothermal Energy Safety Levies Act 2011* (WA) and any successor legislation for regulatory services.
Contract Parking Allowance [see extended definition in clause 1.1]	The quantities set out below in respect of each Parking Location, but in aggregate not exceeding [*] GJ/Not applicable

Parking Location	Contract Parking Allowance (GJ)
[*]	[*]

Interruptible Parking Allowance	The quantities set out below in respect of each Parking Location, but in aggregate not exceeding [*] GJ/Not applicable

Parking Location	Interruptible Parking Allowance (GJ)

SAMPLE

[see extended definition in clause 1.1]	[*]	[*]

Firm Loan Allowance
[see extended definition in clause 1.1]

The quantities set out below in respect of each Borrowing Location, but in aggregate not exceeding [*] GJ/Not applicable

Borrowing Location	Firm Loan Allowance (GJ)
[*]	[*]

Interruptible Loan Allowance
[see extended definition in clause 1.1]

The quantities set out below in respect of each Borrowing Location, but in aggregate not exceeding [*] GJ/Not applicable

Borrowing Location	Interruptible Loan Allowance (GJ)
[*]	[*]

Nomination Deadline

If a standard nomination cut-off time applies at Law, that time.

Otherwise, 2:30 pm Australian Western Standard Time on the Day prior to the Day to which the Nomination relates.

Imbalance Allowance

For a Day, [*]% of the greater of:

(a) the aggregate of the Operational MDQ for all Segments; or

(b) the quantities of Gas Scheduled by APA for delivery at all Delivery Points,

on that Day

Gas Specification

The gas specifications published by APA from time to time in respect of the Pipeline into which the gas is received or from which the gas is delivered (as applicable), which must comply with all applicable Laws. Until otherwise advised by APA, the gas specifications are available at https://www.apa.com.au/our-services/gas-transmission/

Heating Value Amount

The value (in MJ/m^3) advised by APA from time to time in respect of the relevant Pipeline

MHQ Factor

[Option 1 – Where no bespoke MHQs are required for any Receipt Points or Delivery Points]

1.1

[Option 2 – Where bespoke MHQs are required for particular Receipt Points or Delivery Points]

In respect of [name of Receipt Point/Delivery Point]:

[insert desired MHQ Factor (noting that the relevant Receipt Point/Delivery Point MHQ will be the relevant Receipt Point/Delivery Point MDQ ÷ 24 × the MHQ Factor)]

Otherwise:

1.1

Invoice Date

On or before the 10th Day of each Month

Payment Date

Within 14 Days after the receipt by Shipper of APA's valid tax invoice

Non-Financial Default
[see definition in clause 1.1]

[*]/No additional Non-Financial Defaults

SAMPLE

Credit Support	**[Option 1 – Bank guarantee (preferred)]** A bank guarantee in the amount of $[6 Months' charges], with an expiry date no earlier than the date that is 6 Months after the end of the Term, and in form, on terms and from a financial institution, reasonably satisfactory to APA **[Option 2 – Security deposit]** A security deposit in the amount of $[6 Months' charges], to be deposited into a bank account nominated by APA, who will be entitled to retain the interest on that security deposit **[Option 3 – Parent company guarantee]** A parent company guarantee in form and on terms reasonably satisfactory to APA **[Option 4 – Other]** **[Option 5 – No Credit Support]** Not applicable
Third Party Claimants	Third Party Claimants of APA: APA's Related Bodies Corporate Third Party Claimants of Shipper: Shipper's Related Bodies Corporate
Liability Cap [expressed in $]	(a) Subject to paragraph (b), in any Year of the Term the Liability Cap is $[*] [a dollar amount equal to [2.5%] x Capacity Rate x (number of Days in Term) x Base Contract MDQ] (b) The Liability Cap in aggregate over the Term is $ [*] [a dollar amount equal to [10%] x Capacity Rate x (number of Days in Term) x Base Contract MDQ]

SAMPLE

Gas Transportation Agreement (West Coast Grid)

Special Conditions

[Insert special conditions or delete as appropriate]

[INSERT SC 1 AND 2 IF A PERMITTED INTERRUPTIONS CAP IS REQUIRED]

1. Additional definitions

These definitions apply unless the context requires otherwise.

[Permitted Interruptions Cap, in respect of each Pipeline for each Year, means [*]% of Base Contract MDQ for the relevant Year.

Permitted Interruptions Cap means [*] GJ per Year.]

2. Reduction in certain charges

Delete clause 6.11 of the Standard Conditions and *substitute*:

If:

(a) during a Month APA fails to deliver to:

(i) Shipper the quantities of Gas Scheduled on behalf of Shipper under the Firm Service; or

(ii) other Users quantities of Gas under another Transportation Agreement to which Sold Capacity is allocated;

(b) the failure to deliver is as a result of:

(i) a Force Majeure Event affecting APA;

(ii) planned works under clause 8.1 of the Standard Conditions; or

(iii) the negligence, Wilful Misconduct or breach of this Agreement by APA,

(**APA Reduction Event**); and

(c) in the Year in which the failure to deliver occurs, APA has, as result of events set out in paragraph (b), also failed to deliver other quantities of Gas Scheduled, on behalf of Shipper under the Firm Service or on behalf of other Users under another Transportation Agreement to which Sold Capacity is allocated, which in aggregate exceed the Permitted Interruptions Cap for that Year,

then any Capacity Charge and Minimum Bill for that Month for the Firm Service, and any Tolling Charge, must be reduced by the proportion (expressed as a percentage) of the Base Contract MDQ for that Month which was unable to be delivered due to the APA Reduction Event.

SAMPLE

3. Activation of Capacity Trading Service

(a) Despite clauses 2.8, 6.7 and 6.8:

(i) APA is not obliged to facilitate any Capacity Trade; and

(ii) Shipper is not required to pay any charges under this Agreement in respect of the Capacity Trading Service,

unless and until the Activation Date occurs.

(b) In this Special Condition [3], **Activation Date** means the date notified in writing by Shipper to APA as the date from which Shipper wishes to activate the Capacity Trading Service, provided that such date must be:

(i) the first Day of a Month; and

(ii) at least 30 Days after the date of the relevant notice to APA,

unless otherwise agreed by APA.

SAMPLE

Table of Receipt Points and Delivery Points

[Pipeline]

Service Number	Service	Segment	Period
1	[*]	[*]	[*]
2	[*]	[*]	[*]

	Service Number			
	1		2	
Name	**Receipt Point MDQ**	**Delivery Point MDQ**	**Receipt Point**	**Delivery Point**
[*]	[*]	[*]	[*]	[*]

SAMPLE

Trading Points

Trading Point	Location
TGP In-Pipe Trade Point	A virtual point notionally located within the Telfer Gas Pipeline adjacent to and upstream of the buyer's delivery point.
PGP In-Pipe Trade Point	A virtual point notionally located within the Parmelia Gas Pipeline adjacent to and upstream of the buyer's delivery point.
PEP In-Pipe Trade Point	A virtual point notionally located within the Pilbara Energy Pipeline adjacent to and upstream of the buyer's delivery point.

SAMPLE

Signing page

EXECUTED as an agreement

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **[APA entity]**

Director Signature	Director/Secretary Signature
Print Name	Print Name
Date	

Executed by **[APA entity]** by its authorised representative:

Name of Authorised Representative	Authorised Representative Signature
Position of Authorised Representative	By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of [**APA entity**].
Date	

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **[Shipper entity]**

SAMPLE

Director Signature	Director/Secretary Signature
Print Name	Print Name
Date	

Executed by **[Shipper entity]** by its authorised representative:

Name of Authorised Representative	Authorised Representative Signature
Position of Authorised Representative	By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of [**Shipper entity**].
Date	

SAMPLE

Gas Transportation Agreement (West Coast Grid)

Standard Conditions

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1. Definitions and interpretation

1.1 Definitions

These definitions apply unless the context requires otherwise.

Abatement means activities undertaken for the purpose of reducing, or reducing the growth in, the emission of Greenhouse Gases including (without limitation) the development, acquisition, modification, repair, replacement, use or exploitation of plant, equipment, land or other assets for that purpose.

Access Arrangement means the access arrangement (if any) for the relevant Pipeline approved by the AER or other relevant Authority from time to time under the National Gas Law.

Additional Delivery Point means a delivery point on the relevant Pipeline that APA provides in accordance with clause 17.

Additional Receipt Point means a receipt point on the relevant Pipeline that APA provides in accordance with clause 17.

Adjustment Date has the meaning set out in clause 6.20.

Adjustment Note has the meaning set out in the GST Law.

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

AER means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act* 2010.

APA Entity means APA and each of its Related Bodies Corporate.

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

Approval means the consents, authorisations, registrations, certificates, permissions, permits, licences, approvals, registrations, determinations, administrative decisions or exemptions which are required from, by or with any Authority or under any Law (including any conditions or requirements under any of them).

Authorised Imbalance means one or more of the following:

(a) a Parking Imbalance not exceeding the Parking Allowance;

(b) a Locational Parking Imbalance not exceeding the Parking Allowance for the Parking Location;

(c) a Loan Imbalance the absolute value of which does not exceed the Loan Allowance;

SAMPLE

(d) a Locational Loan Imbalance the absolute value of which does not exceed the Loan Allowance for the Borrowing Location;

(e) an Imbalance caused by Shipper providing Shipper's Line Pack Share in accordance with this Agreement; or

(f) an Imbalance caused by Shipper providing System Use Gas in accordance with this Agreement.

Authority means:

(a) any national, federal, state, provincial, territory or local government (and all agencies, authorities, departments, ministers or instrumentalities or any of them);

(b) any administrative body, judicial body, public tribunal, commission, corporation, authority, agency or instrumentality, which has jurisdiction or authority in respect of this Agreement; and

(c) without limiting or being limited by paragraphs (a) or (b), AER, AEMO, their successor or replacement entities and any other entities authorised under legislation from time to time to regulate, operate or administer the operations of gas pipelines or gas markets.

Bank Bill Rate means the one month Australian Bank Bill Swap Reference Mid Rate specified by Thomson Reuters Monitor Service Page BBSW at or about 10.00 am (Sydney time) on the first Business Day of each Month provided that if the Bank Bill Rate cannot be so determined, then Bank Bill Rate shall mean the rate (expressed as a percentage yield per annum to maturity) quoted at or about such time by Westpac Banking Corporation as the rate at which it would be prepared to purchase bills of exchange accepted by an Australian trading bank and having a tenor of 90 days and a face value of $100,000.00.

Base Line Pack means that part of the Line Pack which is provided by APA, comprising the quantity of Gas notified by APA to Shipper from time to time to ensure that APA can operate the relevant Pipeline in accordance with Good Engineering and Operating Practice.

Borrowed Gas means Gas that has been received by or on account of Shipper under the Loan Service from time to time and which has not been replenished.

Borrowing Location means:

(a) a Pipeline; or

(b) a notional point on a Pipeline, proximate to a Receipt Point or a Delivery Point,

as set out in the Details, on or from which Gas can be borrowed, or to which Borrowed Gas can be replenished, by or on account of Shipper under the Loan Service.

Business Day means a day other than a Saturday, Sunday or public holiday in the capital city of the Jurisdiction.

Calendar Year means a period of twelve months from 1 January to 31 December.

SAMPLE

Calendar Year Quarter means a period of 3 months beginning on 1 January, 1 April, 1 July and 1 October of a Calendar Year.

Capacity means:

(a) in relation to a Receipt Point or all Receipt Points, APA's actual ability or capacity to receive a quantity of Gas at a particular gauge pressure at the Receipt Point or all Receipt Points;

(b) in relation to the relevant Pipeline or Compressor, the physical capacity of the relevant Pipeline or Compressor to receive, deliver or compress Gas (as applicable) at any point; and

(c) in relation to a Delivery Point or all Delivery Points, APA's actual ability to deliver a quantity of Gas at a particular gauge pressure at the Delivery Point or all Delivery Points.

Capacity Charge:

(a) for a Segment for a Day, means the aggregate of:

(i) the amount in dollars calculated by multiplying the Short Term Capacity Rate for the Segment by the Seasonal Capacity Quantity for the Segment; and

(ii) the amount in dollars calculated by multiplying the Capacity Rate for the Segment by the Base Contract MDQ, excluding the Seasonal Capacity Quantity, for the Segment; and

(b) for a Month, means the aggregate of the Capacity Charges for all Segments for each Day in that Month.

Capacity Trade means:

(a) the purchase by Shipper of all or part of another User's Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance;

(b) the sale by Shipper to another User of all or part of Shipper's Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance; or

(c) a Supplementary Capacity Trade,

for a Day, which is facilitated by the Capacity Trading Service.

Capacity Trader means Shipper and each other User authorised by an APA Entity from time to time to buy or sell firm forward haul MDQ, firm pressure MDQ or firm parking allowance under its Transportation Agreement.

Capacity Trading Charge, for a Month, means the amount in dollars calculated as follows:

$$CTC = CTR \times SC$$

where:

SAMPLE

CTC is the Capacity Trading Charge for the Month

CTR is the Capacity Trading Rate

SC is the aggregate of the daily quantities of Sold Capacity, Sold Parking Capacity and Sold Pressure Capacity for each Day during the Month

Capacity Trading Details, for a Capacity Trade, means each of the following details of the Capacity Trade:

(a) seller service contract reference;

(b) buyer service contract reference;

(c) for Operational MDQ – the quantity of Operational MDQ to be traded;

(d) for Operational Parking Allowance – the quantity of Operational Parking Allowance to be traded;

(e) for Operational Pressure MDQ - the quantity of Operational Pressure MDQ to be traded;

(f) for Supplementary Capacity Trades - the quantity of Supplementary Capacity to be requested from APA;

(g) Days for which the trade applies;

(h) Receipt Points, Delivery Points, Compressors and Parking Locations (as applicable) to which the trade applies; and

(i) such other details as APA from time to time advises.

Capacity Trading Service means the facilitation services provided by APA to Shipper in accordance with clause 2.8.

Carbon Costs means the costs incurred from time to time by APA or a Related Body Corporate of APA under or in respect of a Greenhouse Gas Law, Abatement, Offset or Pass-Through, including (without limitation) taxes and overheads.

Change in Control of an entity occurs if a person who did not previously do so acquires or holds, directly or indirectly:

(a) securities conferring 50% or more of the voting or economic interests in the entity;

(b) the power to control the appointment or dismissal of the majority of the entity's directors; or

(c) the capacity to control the financial or operating policies or management of the entity.

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

(a) takes effect after the date of this Agreement; and

SAMPLE

(b) directly results in an increase or decrease in APA's Relevant Costs by more than a trivial amount,

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

Claim means any claim, demand, remedy, suit, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation, whether arising under contract (including this Agreement), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

Compressor means a "compression service facility" (as defined in the National Gas Law) on the Pipeline.

Compressor Delivery Point, in relation to a Compressor, means the high pressure Trade Point proximate to the Compressor.

Compressor Receipt Point, in relation to a Compressor, means the low pressure Trade Point proximate to the Compressor.

Confidential Information means information (whether or not recorded in a material form) that is not publicly available and that becomes available to a Party in respect of this Agreement, including (without limitation) the terms and conditions of this Agreement.

Confirmed Sold Gas means the lesser of quantities of gas:

(a) Nominated by Shipper under clause 2.7; or

(b) nominated by the applicable Trading Counterparty under its Transportation Agreement for receipt at the applicable In-Pipe Receipt Point or delivery at the applicable In-Pipe Delivery Point.

Consequential Loss means any of the following, however arising and even if it is reasonably contemplated by the Parties, at the date of this Agreement, as a probable result of breach of this Agreement:

(a) incidental, special, remote or unforeseeable loss or damage;

(b) loss of revenue, profit, income, bargain, opportunity, use, production, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, but excluding loss incurred or suffered by an APA Entity in the nature of loss of charges under this Agreement or another Transportation Agreement as a result of the act or omission of a Party;

(c) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or

(d) loss or damage of the nature set out above in paragraphs (a) - (c) that is incurred or suffered by or to a third party.

Contract MDQ, for a Segment on a Day, means the aggregate of the Base Contract MDQ and the Supplementary MDQ for the Segment on that Day.

SAMPLE

Contract Parking Allowance, when used with reference to a Parking Location, means the Contract Parking Allowance for that Parking Location set out in the Details (if any).

Contract Pressure MDQ, for a Compressor on a Day, means the aggregate of the Base Contract Pressure MDQ and the Supplementary Pressure Capacity for the Compressor on that Day.

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

CPI means the Consumer Price Index (All Groups Index for the Weighted Average Eight Capital Cities) as published from time to time by the Australian Bureau of Statistics for any quarter. If the CPI ceases to be published or the basis upon which that index is calculated is changed to such a material extent that it is no longer appropriate to be used (**CPI Event**), Shipper and APA must meet to endeavour to agree upon another appropriate index or indices with the intention that neither party will be materially disadvantaged or benefited by such substitution. If APA and Shipper are unable to agree within 30 Business Days of the CPI Event, the matter must be referred as a dispute for resolution under clause 18.

Credit Support means

(a) if Credit Support is set out in the Details, that credit support; or

(b) otherwise, a guarantee, indemnity or other obligation (whether or not supported by security), bank guarantee or letter of credit,

and which is:

(c) a binding obligation of a third party to APA in respect of the obligations of Shipper to APA under this Agreement; and

(d) in form, terms and amount, and from a person, reasonably satisfactory to APA.

Cumulative Imbalance, at the end of a Day, means the quantity of Gas calculated as follows:

$$CI = PDCI + DI$$

where:

CI is the Cumulative Imbalance at the end of the relevant Day

PDCI is the Cumulative Imbalance at the end of the previous Day

DI is the Imbalance on the relevant Day, adjusted by the impact of an Imbalance caused by Shipper providing Shipper's Line Pack Share or System Use Gas in accordance with this Agreement.

The Cumulative Imbalance on the Commencement Date is zero.

Cure Period has the meaning set out in clause 20.2.

Day means:

SAMPLE

(a) if a standard gas day applies at Law, a period corresponding to that standard gas day; or

(b) otherwise, a period beginning on each day at 8:00 am Australian Western Standard Time for 24 consecutive hours.

Day Ahead Charge:

(a) for a Segment, is the amount in dollars calculated by multiplying the Day Ahead Capacity Rate for the Segment by the Day Ahead MDQ for the Segment for that Day;

(b) for a Day, is the aggregate of the Day Ahead Charges for all Segments for that Day; and

(c) for a Month, means the aggregate of the Day Ahead Charges for all Segments for that Month.

Day Ahead MDQ means Supplementary MDQ, purchased under clause 27.6, for the Day immediately following the Day on which it is purchased, provided that it is purchased prior to the Nomination Deadline for that following Day.

Day Ahead Pressure Charge:

(a) for a Compressor, is the amount in dollars calculated by multiplying the Day Ahead Pressure Rate for the Compressor by the Day Ahead Pressure MDQ for the Compressor for that Day;

(b) for a Day, is the aggregate of the Day Ahead Pressure Charges for all Compressors for that Day; and

(c) for a Month, means the aggregate of the Day Ahead Pressure Charges for all Compressors for that Month.

Day Ahead Pressure MDQ means Supplementary Pressure Capacity, purchased under clause 27.6, for the Day immediately following the Day on which it is purchased, provided that it is purchased prior to the Nomination Deadline for that following Day.

Default Notice has the meaning set out in clause 20.2.

Default Rate means the Bank Bill Rate plus 2% pa.

Defaulting Party has the meaning set out in clause 20.1.

Delivery Point Facilities means all the facilities, other than those forming part of the Delivery Point, required to be located at the Delivery Points including, without limitation, all filters and conditioning equipment.

Delivery Point MDQ for a Delivery Point means, in respect of the Firm Service, the quantity of Gas set out in the Table of Receipt Points and Delivery Points for that Delivery Point:

(a) plus Purchased Capacity;

(b) plus Supplementary MDQ; and

SAMPLE

(c) less Sold Capacity,

in relation to the Delivery Point for the Day and which, in aggregate across all Delivery Points, must not exceed the aggregate of the Operational MDQ for all Segments for the Day.

Delivery Point MHQ for a Delivery Point means the quantity of Gas Scheduled for delivery to Shipper to the Delivery Point or to the Delivery Point for the particular Service (as applicable) on the relevant Day divided by 24 and multiplied by the MHQ Factor.

Delivery Point Pressure for each Delivery Point means the relevant pressure published by APA from time to time in respect of the Delivery Point on its website, which, until otherwise advised by APA, is accessible at https://www.apa.com.au/our-services/gas-transmission/gas-transmission-services/.

Delivery Points:

(a) means:

(i) the Delivery Points set out in the Table of Receipt Points and Delivery Points; and

(ii) the In-Pipe Delivery Points; and

(b) in respect of a Service, means the Delivery Points set out in the Table of Receipt Points and Delivery Points which are noted as applicable to the Service.

The term includes a reference to equipment connected to, or forming part of, the relevant Pipeline that facilitates delivery of Gas at the Delivery Points.

Details mean the Details set out at the front of this Agreement.

Direct Loss means any Loss that is not Consequential Loss.

Dispute Notice has the meaning set out in clause 18(b).

Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign and be bound by the applicable agreement.

Eligible Shipper means:

(a) if the Services in the Details include an In-Pipe Trade Service, Shipper; and

(b) another User that is party to an In-Pipe Gas Trading Agreement on the relevant Day.

Emissions Permit means a certificate, credit, permit, unit or similar right or instrument (however described and whether tradeable or not) required to be held, used or surrendered to satisfy a liability of APA or a Related Body Corporate of APA under a Greenhouse Gas Law.

Escalation Factor means CPIa ÷ CPIb, where:

(a) CPIa is the CPI published for the Calendar Year Quarter immediately preceding the relevant Adjustment Date; and

SAMPLE

(b) CPIb is the CPI published for the Calendar Year Quarter immediately preceding the Calendar Year Quarter the subject of CPIa,

except that, if CPIb is greater than CPIa (**Deflation Date**), then the Escalation Factor means 1 and will remain as 1 for future Adjustment Dates until such time that CPIa for the Calendar Year Quarter immediately preceding the future Adjustment Date is greater than CPIb at the Deflation Date, at which time CPIb on that future Adjustment Date will be deemed to be the value of CPIb at the Deflation Date and the above formula will apply on that basis to determine the Escalation Factor for that Calendar Year Quarter.

Event of Default has the meaning set out in clause 20.1.

Ex-Within Day Operational MDQ, for a Segment for a Day, means the Operational MDQ for the Segment less the Within Day MDQ for the Segment.

Financial Adjustment means an adjustment in the amounts payable by Shipper to APA under this Agreement, a lump sum payment of compensation or another form of adjustment for the Net Financial Effect resulting from a Change in Law and required to put APA and its Related Bodies Corporate in the position they would have been in had it not been for the Change in Law.

Financial Default means:

(a) any default by a Party in the payment of any sum due and payable to the other Party under this Agreement; or

(b) a Party is or becomes Insolvent.

Financial Year means each period from 1 July to the following 30 June (inclusive).

Firm Loan Allowance, when used with reference to a Borrowing Location, means the Firm Loan Allowance for that Borrowing Location set out in the Details (if any).

Firm Loan Charge, for a Month, means the amount in dollars calculated by multiplying the Firm Loan Rate by the product of the Firm Loan Allowance and the number of Days in the Month.

Firm Loan Service means a Loan Service which is provided on a firm basis.

Firm Parking Charge, for a Month, means the amount in dollars calculated by multiplying the Firm Parking Rate by the product of the Contract Parking Allowance and the number of Days in the Month.

Firm Parking Service means a Parking Service which is provided on a firm basis.

Firm Pressure Charge:

(a) for a Compressor for a Day, means the aggregate of:

(i) the amount in dollars calculated by multiplying the Short Term Firm Pressure Rate for the Compressor by the Seasonal Pressure Capacity Quantity for the Compressor; and

SAMPLE

(ii) the amount in dollars calculated by multiplying the Firm Pressure Rate for the Compressor by the Base Contract Pressure MDQ, excluding the Seasonal Pressure Capacity Quantity, for the Compressor; and

(b) for a Month, means the aggregate of the Firm Pressure Charges for all Compressors for each Day in that Month.

Firm Pressure Service means the services provided by APA to Shipper on a firm basis in accordance with clause 2.9.

Firm Service means the services provided by APA to Shipper in accordance with clause 2.2.

Firm Transportation Agreement means a Transportation Agreement that provides for transportation services on a firm basis, including the parts of this Agreement relating to the Firm Service, the Firm Pressure Service, the Firm Parking Service and the Firm Loan Service.

Firm User has the meaning set out in clause 4.2(a)(i).

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

(a) acts of God, including without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements.

(b) strikes, lockouts, bans, slowdowns or other industrial disturbances;

(c) acts of enemy, wars (declared or undeclared), acts of terrorists, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples.

(d) fire or explosion.

(e) epidemic or quarantine.

(f) an order or direction of any Authority, or omission or failure to act by any Authority, or the failure to obtain or maintain any necessary Approval.

(g) in respect of the relevant Pipeline, and any lateral pipelines owned or operated by an APA Entity, and related machinery, equipment or facilities (including Interconnection Facilities and compression facilities):

(i) accidents, breakdown, loss or damage; or

(ii) the necessity to undertake alterations, repairs or maintenance, other than routine maintenance for which notice has not been given.

The term excludes the following, however caused:

(h) lack of finance;

(i) changes in market conditions for transportation, purchase or sale of gas;

SAMPLE

(j) the inability of Shipper or a person supplying gas at or upstream of the Receipt Points to provide gas at a Receipt Point for transportation under this Agreement; and

(k) the inability of Shipper or a person consuming the gas at or downstream of the Delivery Points to take gas.

Gas means gas which meets the specifications referred to in clause 10.1.

Gas Trade means an agreement (whether on-market or off-market) between Eligible Shippers for the sale and purchase of gas, which is or will be situated in the relevant Pipeline on account or at the direction of the seller in accordance with a Transportation Service.

Good Engineering and Operating Practice means generally accepted practices, methods, acts and omissions practised in the Australian pipeline industry at the relevant time to operate, maintain and repair a pipeline, exercising reasonable judgement, lawfully, safely, reliably, efficiently and economically, having regard to the type, size, design, configuration, location and other attributes and operating conditions of the applicable pipeline.

Greenhouse Gases means carbon dioxide (CO_2) and may also include any one or more of methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF6) and other atmospheric gases recognised under the United Nations Framework Convention on Climate Change as being responsible for causing or contributing to global warming or climate change.

Greenhouse Gas Law means a Law relating to the production, storage or emission of Greenhouse Gases, including (without limitation) the NGER Act.

Gross Heating Value means the energy produced by the complete combustion of one cubic metre of gas with air, at an absolute pressure of 101.325 kPa and temperature of 15 degrees Celsius, with the gas and air free of all water vapour, the products of combustion cooled to a temperature of 15 degrees Celsius and the water vapour formed by combustion condensed to the liquid state.

GST means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law.

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

Hour means a period of 60 consecutive minutes, beginning on the hour, in any Day.

Imbalance, in respect of a period of time, means the difference between the quantities of Gas received from or on account of Shipper at the Receipt Points and the quantities of Gas delivered to or for the account of Shipper at the Delivery Points during that period.

For any period, an Imbalance is **positive** when receipt quantities exceed delivery quantities, and **negative** when delivery quantities exceed receipt quantities, during the period.

Imbalance Charge, for a Day, means the amount calculated as follows:

$$IC = IR \times [CI - (IA + Z)]$$

SAMPLE

where:

IC is the Imbalance Charge for the relevant Day

IR is the Imbalance Rate

CI is the absolute value of the Cumulative Imbalance at the end of the relevant Day

IA is the Imbalance Allowance

Z is, where a positive Cumulative Imbalance subsists, the Parking Allowance and, where a negative Cumulative Imbalance subsists, the Loan Allowance.

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

Information Interface means any secure, digital interface operated by APA and used by the Shipper for:

(a) submitting Nominations under this Agreement;

(b) submitting or confirming details of Capacity Trades made with other Users; and

(c) obtaining access to information regarding receipts, delivery, balances and gas flows under this Agreement.

In-Pipe Delivery Point means an In-Pipe Delivery Point allocated in accordance with clause 17.3.

In-Pipe Gas Trading Agreement means an arrangement between APA and a User in which APA agrees to facilitate Gas Trades for that User.

In-Pipe Receipt Point means an In-Pipe Receipt Point allocated in accordance with clause 17.3.

In-Pipe Trade Charge, for a Day, means the amount in dollars calculated by multiplying the In-Pipe Trade Rate by the relevant quantity of Gas delivered at In-Pipe Delivery Points on the Day under the In-Pipe Trade Service.

In-Pipe Trade Service means the facilitation services provided by APA to Shipper in accordance with clause 2.7.

Insolvent means in relation to a Party:

(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or

(b) it has had a controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver or receiver and manager appointed to any part of its property; or

SAMPLE

(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party); or

(d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or

(e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

(f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject); or

(g) it is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the Law of any jurisdiction.

Intellectual Property Rights means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know how or confidential information throughout the world for the full period of the rights and all renewals and extensions.

Interconnect Party means the Shipper or another person that operates facilities that are located immediately upstream or downstream of the relevant Pipeline.

Interconnection Facilities means those pipeline facilities that are required to connect the relevant Pipeline to the facilities of another person.

Interruptible Charge:

(a) for a Segment, is the amount in dollars calculated by multiplying the Interruptible Rate for the Segment by the relevant quantity of Gas, capped at the Interruptible MDQ for the Segment, delivered to Shipper or on Shipper's account at the Delivery Points on the Day under the Interruptible Service; and

(b) for a Day, is the aggregate of the Interruptible Charges for all Segments for that Day.

Interruptible Loan Allowance, when used with reference to a Borrowing Location, means the Interruptible Loan Allowance for that Borrowing Location set out in the Details (if any).

Interruptible Loan Charge:

(a) for a Day, means the amount in dollars calculated by multiplying the Interruptible Loan Rate by the aggregate of the absolute value of the Loan Imbalances at the end of that Day exceeding the Firm Loan Allowance but not exceeding the Loan Allowance for that Day; and

SAMPLE

(b) for a Month, means the aggregate of the Interruptible Loan Charges for each Day in that Month.

Interruptible Loan Service means a Loan Service which is provided on an interruptible basis.

Interruptible MDQ, for a Segment on a Day, means the quantities of Gas Scheduled by APA for delivery at the applicable Delivery Points under the Interruptible Service for the Segment on that Day.

Interruptible Parking Allowance, when used with reference to a Parking Location, means the Interruptible Parking Allowance for that Parking Location set out in the Details (if any).

Interruptible Parking Charge:

(a) for a Day, means the amount in dollars calculated by multiplying the Interruptible Parking Rate by the aggregate of the Parking Imbalances at the end of that Day exceeding the Operational Parking Allowance but not exceeding the Parking Allowance for that Day; and

(b) for a Month, means the aggregate of the Interruptible Parking Charges for each Day in that Month.

Interruptible Parking Service means a Parking Service which is provided on an interruptible basis.

Interruptible Pressure Charge, for a Month, means the amount in dollars calculated by multiplying the Interruptible Pressure Rate by the quantities of Gas (in GJ) delivered under all Services, for which the Interruptible Pressure Service is provided by APA, on Shipper's account in the Month.

Interruptible Pressure Service means the services provided by APA to Shipper on an interruptible basis in accordance with clause 2.9.

Interruptible Service means the services provided by APA to Shipper in accordance with clause 2.3.

Interruptible Transportation Agreement means a Transportation Agreement that provides for Transportation Services on an interruptible basis, including the parts of this Agreement relating to the Interruptible Service, the Interruptible Pressure Service, the Interruptible Parking Service and the Interruptible Loan Service.

Intra-Day Nomination means a new or revised Nomination, for Services on a Day, given after the Nomination Deadline in respect of that Day, except Nominations that Shipper must give to otherwise comply with this Agreement (for example, for balancing or to provide System Use Gas).

Law means the common law (including equity), current and future Acts of the Parliament of the Commonwealth of Australia, or of the Parliament of the Jurisdiction or of the jurisdiction in which the relevant Pipeline is located, and related regulations, by-laws and other subordinate legislation, and the requirements of Authorities.

SAMPLE

Line Pack means the quantity of Gas, other than quantities of Gas being transported and System Use Gas, which APA determines is necessary to be in the relevant Pipeline for the physical operation of the relevant Pipeline from time to time in order to ensure that APA Entities meet their obligations under all Transportation Agreements.

Loan Allowance means the aggregate of the Firm Loan Allowance and the Interruptible Loan Allowance.

Loan Charge, for a Month, means the aggregate of the Firm Loan Charge for the Month and the Interruptible Loan Charge for the Month.

Loan Imbalance has the meaning set out in clause 2.5(c).

Loan Service means the services provided by APA to Shipper in accordance with clause 2.5.

Locational Loan Imbalance has the meaning set out in clause 2.5(d).

Locational Parking Imbalance has the meaning set out in clause 2.4(d).

Loss means any loss, cost, liability (including a fine or penalty), expense, or damage, whether direct or indirect, present or future, fixed or ascertained, actual or contingent and whether arising under contract (including this Agreement), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

MDQ means, where the term is used in relation to a Transportation Agreement other than this Agreement, the maximum quantity of Gas which APA is obliged to deliver on any Day under that agreement or the relevant Transportation Service under that agreement (as applicable) or, where the term is used in relation to a parking service under another Transportation Agreement, the parking allowance (however described) under that agreement.

Metering and Measurement Requirements means specifications published by APA from time to time in relation to metering and measurement in relation to the relevant Pipeline which are made available to the Shipper.

Metering Equipment means all the equipment and facilities required to be installed or provided at each Receipt Point and Delivery Point (including, where applicable, Compressor Receipt Points and Compressor Delivery Points) to conform to the Metering and Measurement Requirements.

MHQ means, where the term is used in relation to a Transportation Agreement other than this Agreement, the maximum quantity of Gas which APA is obliged to deliver in any Hour under that agreement.

Minimum Bill means the minimum amount payable each Month by Shipper to APA, set out in clause 6.10, for Scheduled quantities of Gas to be transported under this Agreement (or, where the Minimum Bill is expressed by reference to a Service, under the applicable Service).

Month means the period beginning at the start of the Day that begins on the first day of the calendar month and ending at the end of the Day that begins on the last day of that same calendar month.

SAMPLE

Named User means a person engaged or authorised by Shipper to use the Information Interface on account of Shipper regardless of whether or not the person is actively using the Information Interface for the purposes of this Agreement.

National Gas Law means the gas law implemented under the *National Gas (South Australia) Act 2008* in South Australia and made applicable in each other Australian jurisdiction under the relevant mirror application legislation, and includes the National Gas Rules.

National Gas Rules has the meaning given in the National Gas Law.

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

NGER Act means the *National Greenhouse and Energy Reporting Act 2007* (Cth).

Nomination means a request by Shipper to APA for Services under this Agreement, given in accordance with clause 3, in the manner and form (which may include by digital interface) advised by APA from time to time, including Intra-Day Nominations. **Nominate** has a corresponding meaning.

Non-Defaulting Party has the meaning set out in clause 20.2.

Non-Financial Default means any of the following:

(a) a Party's failure to perform or comply with any of its obligations, undertakings or warranties under this Agreement, other than a Financial Default.

(b) a Non-Financial Default set out in the Details.

Offset means activities undertaken for the purpose of offsetting, reducing or avoiding liability under a Greenhouse Gas Law, including (without limitation) the direct or indirect participation in projects for that purpose.

Off-Specification Gas means gas offered by Shipper for transportation on the relevant Pipeline which fails to meet the quality specifications referred to in clause 10.1.

Operational MDQ, when used in relation to a Segment on a Day, means:

(a) for Shipper - the sum of the Contract MDQ for the Segment and all Purchased Capacity for the Segment for the Day, less all Sold Capacity for the Segment for the Day; and

(b) when used in relation to a User other than Shipper - the sum of that User's firm (or contract) MDQ for the Segment and all that User's Purchased Capacity for the Segment for the Day, less all of its Sold Capacity for the Segment for the Day, where the terms "Purchased Capacity" and "Sold Capacity" for that User have the meaning given in this Agreement as if that User were named as the Shipper under this Agreement.

SAMPLE

Operational Parking Allowance, when used in relation to a Parking Location on a Day, means:

(a) for Shipper - the sum of the Contract Parking Allowance for the Parking Location and all Purchased Parking Capacity for the Parking Location for the Day, less all Sold Capacity for the Parking Location for the Day; and

(b) when used in relation to a User other than Shipper - the sum of that User's Contract Parking Allowance for the Parking Location and all that User's Purchased Parking Capacity for the Parking Location for the Day, less all of its Sold Parking Capacity for the Parking Location for the Day, where the terms "Purchased Parking Capacity" and "Sold Parking Capacity" for that User have the meaning given in this Agreement as if that User were named as the Shipper under this Agreement and where the term "Contract Parking Allowance" for that User means the applicable firm parking allowance provided to the User for the Day under its Transportation Agreement without regard to any capacity trading in that parking capacity for that Day.

Operational Pressure MDQ, when used in relation to a Compressor on a Day, means:

(a) for Shipper - the sum of the Contract Pressure MDQ for the Compressor and all Purchased Pressure Capacity for the Compressor for the Day, less all Sold Pressure Capacity for the Compressor for the Day; and

(b) when used in relation to a User other than Shipper - the sum of that User's Contract Pressure MDQ for the Compressor and all that User's Purchased Pressure Capacity for the Compressor for the Day, less all of its Sold Pressure Capacity for the Compressor for the Day, where the terms "Purchased Pressure Capacity" and "Sold Pressure Capacity" for that User have the meaning given in this Agreement as if that User were named as the Shipper under this Agreement and where the term "Contract Pressure MDQ" for that User means the applicable firm (or contract) pressure MDQ provided to the User for the Day under its Transportation Agreement without regard to any capacity trading in that compression capacity for that Day.

Overrun Charge, for any Day or any Hour, means the amount in dollars calculated by multiplying the applicable Overrun Rate by any applicable Overrun Quantity at a Delivery Point for that Day or Hour (as applicable) and aggregating the amounts calculated above in respect of each Delivery Point. For the purpose of calculating the Overrun Charge in respect of the Firm Service, where quantities of Gas delivered to or on account of Shipper at a Delivery Point on a Day or Hour are subject to multiple Rates, the applicable Overrun Quantity at the Delivery Point for that Day or Hour will be deemed to be in respect of the shortest term Firm Service provided by APA to or on account of Shipper at the Delivery Point on that Day or Hour.

Overrun Quantity means each quantity of Gas which is delivered to or on account of Shipper at each Delivery Point:

(a) in respect of a Service on a Day in excess of the quantity of Gas Scheduled to be delivered, and not curtailed in accordance with clause 4.5, to that Delivery Point on that Day to or on account of Shipper under that Service;

(b) in respect of a Service in an Hour at a rate in excess of the Delivery Point MHQ for that Delivery Point for that Hour.

SAMPLE

Parked Gas means Gas which APA stores on account of Shipper under the Parking Service from time to time and which has not been delivered to or on account of Shipper under any Service.

Parking Allowance means the aggregate of the Operational Parking Allowance and the Interruptible Parking Allowance.

Parking Charge, for a Month, means the aggregate of the Firm Parking Charge for the Month and the Interruptible Parking Charge for the Month.

Parking Imbalance has the meaning set out in clause 2.4(c).

Parking Location means:

(a) a Pipeline; or

(b) a notional point on a Pipeline, proximate to a Receipt Point or a Delivery Point,

as set out in the Details, in or at which Gas can be stored by, or from which Parked Gas can be delivered to, Shipper under the Parking Service.

Parking Service means the services provided by APA to Shipper in accordance with clause 2.4.

Party means either APA or Shipper and Parties means them collectively.

Pass-Through means liability incurred in respect of third parties' costs, charges and expenses under or in respect of a Greenhouse Gas Law, Abatement or Offset.

Pipeline means each Pipeline set out in the Details and includes all facilities associated with it, such as Receipt Points and Delivery Points and their respective facilities, Interconnection Facilities owned or controlled by an APA Entity, odorisation facilities, pipeline control facilities, lateral pipelines and compressors.

A reference to a **relevant Pipeline** means the pipeline, comprised within the definition "Pipeline", through which the Service the subject of the reference is provided or to which the subject matter of the reference relates.

Pipeline Licence means the pipeline licence issued by the relevant Authority, as amended or replaced, to construct and operate the relevant Pipeline.

Pressure Charge, for a Month, means the aggregate of the Firm Pressure Charge for the Month and the Interruptible Pressure Charge for the Month.

Pressure Service means a Firm Pressure Service or an Interruptible Pressure Service, which is provided by APA to Shipper in accordance with clause 2.9.

Purchased Capacity means that part of another User's Operational MDQ for a Day which Shipper buys from a Capacity Trader and which is the subject of a Valid Trade Entry.

SAMPLE

Purchased Parking Capacity means that part of another User's Operational Parking Allowance for a Day which Shipper buys from a Capacity Trader and which is the subject of a Valid Trade Entry.

Purchased Pressure Capacity means that part of another User's Operational Pressure MDQ for a Day which Shipper buys from a Capacity Trader and which is the subject of a Valid Trade Entry.

quantity of Gas means a quantity of Gas, expressed in gigajoules, and **quantities of Gas** means more than one quantity of Gas.

Receipt Point Facilities means all the facilities, other than those forming part of the Receipt Point, required to be located at the Receipt Points, and including, without limitation, all filters and conditioning equipment.

Receipt Point MDQ for a Receipt Point means, in respect of the Firm Service, the quantity of Gas set out in the Table of Receipt Points and Delivery Points for that Receipt Point:

(a) *plus* Purchased Capacity;

(b) *plus* Supplementary MDQ; and

(c) *less* Sold Capacity,

in relation to the Receipt Point for the Day and which, in aggregate across all Receipt Points, must not exceed the aggregate of the Operational MDQ for all Segments for the Day.

Receipt Point MHQ for a Receipt Point means the quantity of Gas Scheduled for receipt from Shipper from the Receipt Point or for the particular Service from the Receipt Point (as applicable) on the relevant Day divided by 24 and multiplied by the MHQ Factor.

Receipt Point Pressure for each Receipt Point means the relevant pressure published by APA from time to time in respect of the Receipt Point on its website, which, until otherwise advised by APA, is accessible at https://www.apa.com.au/our-services/gas-transmission/gas-transmission-services/.

Receipt Points:

(a) means:

(i) the Receipt Points set out in the Table of Receipt Points and Delivery Points; and

(ii) the In-Pipe Receipt Points; and

(b) in respect of a Service, means the Receipt Points set out in the Table of Receipt Points and Delivery Points which are noted as applicable to the Service.

The term includes a reference to equipment connected to, or forming part of, the relevant Pipeline that facilitates receipt of Gas at the Receipt Points.

SAMPLE

Redirection Charge, for a Day, means the amount in dollars calculated by multiplying the Redirection Rate by the quantities of Gas, capped at the Redirection MDQ for each Day, redirected to or for the account of Shipper on the Day under the Redirection Service.

Redirection MDQ, for a Day, means the quantities of Gas Scheduled by APA for redirection to the applicable Delivery Points under the Redirection Service on that Day.

Redirection Service means the services provided by APA to Shipper in accordance with clause 2.6.

Regulatory Change means a new Law, or a change to an existing Law, which takes effect after the date of this Agreement with one or more of the following effects.

(a) APA is unable to provide a Service.

(b) APA is unable to provide a Service in the manner or upon the terms required by this Agreement.

(c) In order for APA to provide a Service to Shipper or Transportation Services to other Users, APA must change its operational practices in a manner which would, if applied to Shipper, affect Shipper's Nominations, Scheduling, Service priorities, quantities of Gas, Receipt Points or Delivery Points under this Agreement.

Related Body Corporate means a related body corporate as defined in the Corporations Act.

Representative has the meaning set out in clause 26.3.

Right of Access means the right to access the Information Interface described in clause 22.1 of this Agreement.

Schedule, for a Day, means a determination made prior to the Day (or, for any Intra-Day Nominations, made during the Day) by APA (acting reasonably, in accordance with this Agreement and having regard to nominations of (and appropriate receipt point and delivery point allocations between) Users, the Capacity of the relevant Pipeline, rights and obligations under Transportation Agreements and Good Engineering and Operating Practice) of APA's intended schedules of receipt quantities and delivery quantities of Gas on that Day under Transportation Agreements, as amended by APA in accordance with this Agreement.

Seasonal Capacity means that part of the Base Contract MDQ (if any) which is identified in the Details as Seasonal Capacity.

Seasonal Capacity Quantity, for a Day, means the quantity of Gas, which forms part of the Base Contract MDQ, which is Seasonal Capacity for that Day.

Seasonal Pressure Capacity means that part of the Base Contract Pressure MDQ (if any) which is identified in the Details as Seasonal Pressure Capacity.

Seasonal Pressure Capacity Quantity, for a Day, means the quantity of Gas, which forms part of the Base Contract Pressure MDQ, which is Seasonal Pressure Capacity for that Day.

Segment means a Pipeline segment, from a Receipt Point to a Delivery Point on the applicable Pipeline, to which a Service relates.

SAMPLE

Shipper's Line Pack means the quantity of Gas, in the relevant Pipeline at any time, received by APA on account of Shipper under this Agreement, other than quantities of Gas Scheduled for transportation and System Use Gas.

Shipper's Line Pack Share means the proportion of Users' Line Pack, as determined by APA from time to time, equal to the proportion that the Base Contract MDQ bears to the total of all Users' MDQs (including the Base Contract MDQ) at the date of calculation.

Shipper's SUG Share means Shipper's contribution to the total quantity of System Use Gas that is required by APA from time to time in order to operate the relevant Pipeline, as determined in accordance with clause 7.1(b).

Short Term Firm Charge:

(a) for a Segment, is the amount in dollars calculated by multiplying the Short Term Capacity Rate for the Segment by the Short Term Firm MDQ for the Segment for that Day;

(b) for a Day, is the aggregate of the Short Term Firm Charges for all Segments for that Day; and

(c) for a Month, means the aggregate of the Short Term Firm Charges for all Segments for that Month.

Short Term Firm MDQ means Supplementary MDQ purchased under clause 27.6, other than Day Ahead MDQ and Within Day MDQ.

Short Term Firm Pressure Charge:

(a) for a Compressor, is the amount in dollars calculated by multiplying the Short Term Firm Pressure Rate for the Compressor by the Short Term Firm Pressure MDQ for the Compressor for that Day;

(b) for a Day, is the aggregate of the Short Term Firm Pressure Charges for all Compressors for that Day; and

(c) for a Month, means the aggregate of the Short Term Firm Pressure Charges for all Compressors for that Month.

Short Term Firm Pressure Service MDQ means Supplementary Pressure Capacity purchased under clause 27.6, other than Day Ahead Pressure MDQ and Within Day Pressure MDQ.

Sold Gas means the gas which is the subject of a Gas Trade.

Sold Capacity means that part of Shipper's Operational MDQ for a Day which Shipper sells to another Capacity Trader and which is the subject of a Valid Trade Entry.

Sold Parking Capacity means that part of Shipper's Operational Parking Allowance for a Day which Shipper sells to another Capacity Trader and which is the subject of a Valid Trade Entry.

SAMPLE

Sold Pressure Capacity means that part of Shipper's Operational Pressure MDQ for a Day which Shipper sells to another Capacity Trader and which is the subject of a Valid Trade Entry.

Special Conditions means the Special Conditions (if any) set out at the front of this Agreement.

Standard Conditions means the terms and conditions set out in clauses 1 - 31 inclusive.

Substitute Permits means Emissions Permits that would need to be held, used or surrendered in order to satisfy a liability of APA or a Related Body Corporate of APA under a Greenhouse Gas Law.

Supplementary Capacity, for a Day, means Supplementary MDQ for the Day or Supplementary Pressure Capacity for the Day, or both, as the context requires.

Supplementary Capacity Charge, for a Month, means the aggregate of the Short Term Firm Charge, the Day Ahead Charge, the Within Day Charge, the Short Term Firm Pressure Charge, the Day Ahead Pressure Charge and the Within Day Pressure Charge for the Month.

Supplementary Capacity Trade means the purchase of Supplementary Capacity by Shipper in accordance with clause 27.6.

Supplementary MDQ, for a Day, means one or more of the following:

(a) Short Term Firm MDQ;

(b) Day Ahead MDQ; and

(c) Within Day MDQ.

Supplementary Pressure Capacity, for a Day, means one or more of the following:

(a) Short Term Firm Pressure Service MDQ;

(b) Day Ahead Pressure MDQ; and

(c) Within Day Pressure MDQ.

System Use Gas means the quantities of gas:

(a) used as compressor fuel and for other purposes necessary for the management, operation and maintenance of the relevant Pipeline; or

(b) otherwise lost and unaccounted for in connection with the operation of the relevant Pipeline,

other than Line Pack and Gas lost through the negligence of APA.

Table of Receipt Points and Delivery Points means the Table of Receipt Points and Delivery Points set out at the front of this Agreement.

SAMPLE

Throughput Charge:

(a) for a Segment, is the amount in dollars calculated by multiplying the Throughput Rate for the Segment by the relevant quantity of Gas, capped at the Operational MDQ for the Segment, delivered to Shipper or on Shipper's account at the Delivery Points on the Day under the Firm Service; and

(b) for a Day, is the aggregate of the Throughput Charges for all Segments for that Day.

Throughput Charge (Sold Capacity):

(a) for a Segment for a Day, is the amount in dollars calculated by multiplying the Throughput Rate for the Segment by the relevant quantities of Sold Capacity for the Segment for the Day; and

(b) for a Month, is the aggregate of the Throughput Charges (Sold Capacity) for all Segments on each Day in the Month.

Throughput Offset:

(a) for a Segment for a Day, means the amount in dollars calculated by multiplying the Throughput Rate for the Segment by the amount (capped at the amount of Purchased Capacity for the Segment for the Day) by which the quantities of Gas actually delivered to or on account of Shipper at the Delivery Points on the Day under the Firm Service exceed the Unsold Capacity for the Segment for the Day; and

(b) for a Month, is the aggregate of Throughput Offsets for all Segments on each Day in the Month.

Tolling Charge, for a Month, means the amount in dollars calculated by multiplying the Tolling Rate by the Base Contract MDQ by the number of Days in the Month.

Trading Counterparty, in respect of an Eligible Shipper, means another Eligible Shipper with which the first-mentioned Eligible Shipper has agreed a Gas Trade.

Trading Point means a Trading Point set out in the Table of Receipt Points and Delivery Points.

Transportation Agreement means any agreement entered into between an APA Entity and a User for Transportation Services for that User.

Transportation Service means a service supplied by an APA Entity that includes an obligation of the APA Entity to receive or store in, or to lend or deliver from, the relevant Pipeline quantities of gas on a Day.

Unauthorised Imbalance means any Imbalance that is not an Authorised Imbalance.

Unsold Capacity, for a Segment on a Day, means the Contract MDQ less the Sold Capacity for the Segment for the Day.

User means a person with whom an APA Entity has agreed to provide a Transportation Service, and where the context requires includes Shipper.

SAMPLE

Users' Line Pack means Line Pack other than Base Line Pack.

Valid Trade Entry means:

(a) for a Capacity Trade other than a Supplementary Capacity Trade - the entry by the seller Capacity Trader, and the confirmation by the buyer Capacity Trader, of the Capacity Trading Details for that Capacity Trade; and

(b) for a Supplementary Capacity Trade – the entry by Shipper, and the confirmation by APA, of the Capacity Trading Details for that Supplementary Capacity Trade,

in the Information Interface (or, if the Information Interface is unavailable, by such other means as APA advises from time to time) or by email as applicable:

(c) for a Capacity Trade other than a Supplementary Capacity Trade - no more than 90 Days and not less than 2 Hours before the Nomination Deadline for the Day to which the Capacity Trade relates; or

(d) for a Supplementary Capacity Trade – at any time, provided that it is in accordance with the nature of the Supplementary Capacity purchased (for example, Day Ahead MDQ must be purchased prior to the Nomination Deadline for the Day to which the purchase relates).

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

Within Day Charge:

(a) for a Segment, is the amount in dollars calculated by multiplying the Within Day Capacity Rate for the Segment by the relevant quantity of Gas in excess of the Ex-Within Day Operational MDQ, capped at the Within Day MDQ for the Segment, delivered to Shipper or on Shipper's account at the Delivery Points on the Day under the Firm Service;

(b) for a Day, is the aggregate of the Within Day Charges for all Segments for that Day; and

(c) for a Month, means the aggregate of the Within Day Charges for all Segments for that Month.

Within Day MDQ means Supplementary MDQ, purchased under clause 27.6, for a Day which is purchased after the Nomination Deadline for that Day.

Within Day Pressure Charge:

(a) for a Compressor, is the amount in dollars calculated by multiplying the Within Day Pressure Rate for the Compressor by the relevant quantity of Gas, in excess of aggregate of the Base Contract Pressure MDQ, the Short Term Firm Pressure Service MDQ and the Day Ahead Pressure MDQ but capped at the Within Day MDQ for the

SAMPLE

Compressor, compressed on account of Shipper at the Compressors on the Day under the Pressure Service;

(b) for a Day, is the aggregate of the Within Day Pressure Charges for all Compressors for that Day; and

(c) for a Month, means the aggregate of the Within Day Pressure Charges for all Compressors for that Month.

Within Day Pressure MDQ means Supplementary Pressure Capacity, purchased under clause 27.6, for a Day which is purchased after the Nomination Deadline for that Day.

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

1.2 Details

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

1.3 Rules of interpretation

These rules of interpretation apply unless the context requires otherwise.

(a) The singular includes the plural, and the converse also applies.

(b) A gender includes all genders.

(c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(e) A reference to a clause is a reference to a clause in the Standard Conditions.

(f) A reference to a special condition is a reference to a clause in the Special Conditions.

(g) A reference to a schedule or annexure is a reference to a schedule or annexure to this Agreement.

(h) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document.

(i) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.

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(j) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(k) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(l) An agreement representation or warranty in favour of two or more people is for the benefit of them jointly and each of them individually.

(m) A reference to dollars or $ is to Australian currency.

(n) Mentioning anything after “includes”, “including”, “for example” or similar expressions does not limit what else might be included.

(o) A reference to time is to the time in the capital city of the Jurisdiction.

(p) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

(q) Where there is a reference to a period of time in this Agreement which:

(i) begins on a calendar date, the relevant period of time begins at the start of the Day that begins on that calendar date; or

(ii) ends on a calendar date, the relevant period of time ends at the end of the Day that begins on that calendar date.

For example, where this Agreement contains a reference to the period of time 1 January to 31 March:

(iii) the period of time begins at the start of the Day that begins on 1 January; and

(iv) the period of time ends at the end of the Day that begins on 31 March.

1.4 Headings

Headings are for convenience of reference only and do not affect interpretation.

1.5 Enforcement rights

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

1.6 Business Day

(a) If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, the act, matter or thing must be done on or by the next Business Day.

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(b) Acts, matters or things done after 5.00pm on a Business Day are deemed done on the next Business Day.

1.7 Special Conditions

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

1.8 Table of Receipt Points and Delivery Points

The Table of Receipt Points and Delivery Points forms part of the main body of this Agreement.

1.9 Precedence

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

(a) Details;

(b) Special Conditions; and

(c) Standard Conditions.

1.10 Unit terminology

Terminology used to describe units must, unless otherwise agreed, be in accordance with Australian Standard AS ISO1000 - 1998 *The International System of Units (SI System) and Its Application*, the *National Measurement Act 1960* (Cwth), Australian Standard AS/NZS 1376-1996 *Conversion Factors* and the Australian Gas Association publication *Metric Units and Conversion Factors for Use in the Australian Gas Industry*.

1.11 Rounding

In this Agreement:

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

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

(c) the Escalation Factor is rounded to 8 decimal places; and

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

2. Services

2.1 Obligation to provide services

(a) Subject to this Agreement, APA must provide the Services set out in this clause 2:

(i) starting on the Commencement Date;

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(ii) on each Day during the Term; and

(iii) subject to Shipper complying with this Agreement in all material respects.

(b) Without limiting its other rights, APA may refuse to provide the Services, or suspend the provision of Services, without liability to Shipper:

(i) in accordance with clause 20.3(d), if Shipper fails to pay when due any amounts payable under this Agreement, except disputed amounts for which notice is given under clause 21.2(d)(i);

(ii) immediately, if Shipper fails to obtain and maintain during the Term any Approval or comply with any Law required to meet its obligations under this Agreement; or

(iii) to the extent that providing the Service, or providing it in a manner or upon the terms required by this Agreement, would place APA in breach of a Law.

2.2 Firm Service

(a) This clause 2.2 applies if the Services in the Details include a Firm Service.

(b) APA must provide a Firm Service on the following basis:

(i) the receipt by APA at the Receipt Points of quantities of Gas Nominated by Shipper, not exceeding the applicable Receipt Point MDQ and in aggregate not exceeding the Operational MDQ, at a rate per Hour not exceeding the applicable Receipt Point MHQ; and

(ii) the delivery by APA to Shipper or for Shipper's account at the Delivery Points of quantities of Gas Nominated by Shipper, not exceeding the applicable Delivery Point MDQ and in aggregate not exceeding the Operational MDQ, at a rate per Hour not exceeding the applicable Delivery Point MHQ,

as Scheduled in accordance with clause 4, on a firm basis and without interruption except as is expressly permitted under this Agreement.

(c) If the Details specify Segments for the Firm Service, the Firm Service is only available on those Segments in the direction specified in the title of the Segments.

2.3 Interruptible Service

(a) This clause 2.3 applies if the Services in the Details include an Interruptible Service or if APA agrees to provide an Interruptible Service for Shipper on a particular Day.

(b) Shipper may request APA to provide an Interruptible Service by submitting a Nomination to APA specifying:

(i) the receipt by APA at the Receipt Points of quantities of Gas Nominated by Shipper; and

(ii) the delivery by APA to Shipper or for Shipper's account at the Delivery Points of quantities of Gas Nominated by Shipper,

on an interruptible basis.

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(c) APA must process Shipper's request, and accept or reject it, in accordance with clause 3.2.

(d) If the Details or the Table of Receipt Points and Delivery Points specify Segments for the Interruptible Service, the Interruptible Service is only available on those Segments in the direction specified in the title of the Segments.

2.4 Parking Service

(a) This clause 2.4 applies if the Services in the Details include a Firm Parking Service or an Interruptible Parking Service.

(b) Shipper may store quantities of Gas at a Parking Location, which:

(i) in aggregate with Parked Gas then stored at the Parking Location on account of Shipper under this Agreement do not exceed the Parking Allowance for that Parking Location; and

(ii) in aggregate with Parked Gas then stored on account of Shipper under this Agreement do not exceed the Parking Allowance,

by causing a positive Imbalance to occur on a Day in respect of the Parking Location.

(c) The quantities of Gas stored by APA on account of Shipper under this Agreement at any time will be deemed to be the amount, not exceeding the Parking Allowance, by which the positive Cumulative Imbalance at that time exceeds the Imbalance Allowance (**Parking Imbalance**).

(d) The quantities of Gas stored by APA on account of Shipper at a Parking Location at any time will be deemed to be the quantities, not exceeding the Parking Allowance for that Parking Location, recorded by APA from time to time (acting reasonably, having regard to cumulative Nominated and Scheduled quantities of Gas and actual receipts and deliveries of Gas) in respect of the Parking Location (**Locational Parking Imbalance**).

(e) For clarification:

(i) to the extent that there is a positive Cumulative Imbalance at any time which does not exceed the Imbalance Allowance, an Imbalance arises but it is not a Parking Imbalance;

(ii) to the extent that there is a positive Cumulative Imbalance at any time which exceeds the aggregate of the Imbalance Allowance and the Parking Allowance, an Unauthorised Imbalance arises but it is not a Parking Imbalance; and

(iii) Shipper must replenish all Borrowed Gas before storing quantities of Gas under paragraph (b).

(f) Shipper may withdraw Parked Gas by making a Nomination at the Parking Location with the effect that a negative Imbalance is requested in respect of the relevant Day, subject to Scheduling by APA in accordance with clause 4.

(g) For an Interruptible Parking Service, if:

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(i) APA believes on reasonable grounds that its ability to provide Transportation Services in the quantities of gas scheduled under this or any other Transportation Agreement may be impaired by the quantities of Parked Gas in the relevant Pipeline at that time; and

(ii) APA gives a written notice to Shipper to withdraw some or all of the Parked Gas,

then Shipper must, within [x] hours, cause negative Imbalances to occur which, in aggregate over those hours, equal the quantities of Gas notified by APA under paragraph (ii). All quantities of Gas not withdrawn by Shipper in accordance with paragraph (ii) will be deemed to be Unauthorised Imbalances.

(h) Shipper's only remedy for APA's failure to provide the Firm Parking Service is relief from payment of the Firm Parking Charge, as determined in accordance with clause 6.12(b)(ii), and the return of any Parked Gas in accordance with this Agreement.

2.5 Loan Service

(a) This clause 2.5 applies if the Services in the Details include a Firm Loan Service or an Interruptible Loan Service.

(b) Shipper may receive quantities of Gas from a Borrowing Location, which:

(i) in aggregate with Borrowed Gas then outstanding on account of Shipper at the Borrowing Location under this Agreement do not exceed the Loan Allowance for that Borrowing Location; and

(ii) in aggregate with Borrowed Gas then outstanding on account of Shipper under this Agreement do not exceed the Loan Allowance,

by causing a negative Imbalance to occur on a Day in respect of the Borrowing Location.

(c) The quantities of Gas delivered by APA on account of Shipper under this Agreement at any time will be deemed to be the amount, not exceeding the Loan Allowance, by which the absolute value of the negative Cumulative Imbalance at that time exceeds the Imbalance Allowance (**Loan Imbalance**).

(d) The quantities of Gas delivered by APA on account of Shipper at a Borrowing Location at any time will be deemed to be the quantities, not exceeding the Loan Allowance for that Borrowing Location, recorded by APA from time to time (acting reasonably, having regard to cumulative Nominated and Scheduled quantities of Gas and actual receipts and deliveries of Gas) in respect of the Borrowing Location (**Locational Loan Imbalance**).

(e) For clarification:

(i) to the extent that there is a negative Cumulative Imbalance at any time the absolute value of which does not exceed the Imbalance Allowance, an Imbalance arises but it is not a Loan Imbalance;

(ii) to the extent that there is a negative Cumulative Imbalance at any time the absolute value of which exceeds the aggregate of the Imbalance Allowance

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and the Loan Allowance, an Unauthorised Imbalance arises but it is not a Loan Imbalance; and

(iii) Shipper must take delivery of all Parked Gas before receiving quantities of Gas under paragraph (b).

(f) APA is not obliged to provide the Loan Service to the extent that, in APA's reasonable opinion, there is insufficient available Base Line Pack to facilitate the Service.

(g) Shipper may replenish Borrowed Gas by making a Nomination at the Borrowing Location with the effect that a positive Imbalance is requested in respect of the relevant Day, subject to Scheduling by APA in accordance with clause 4.

(h) For an Interruptible Loan Service, if:

(i) APA believes on reasonable grounds that its ability to provide Transportation Services in the quantities of gas scheduled under this or any other Transportation Agreement may be impaired by the quantities of Borrowed Gas outstanding on account of Shipper at that time; and

(ii) APA gives a written notice to Shipper to replenish some or all of the Borrowed Gas,

then Shipper must, within [x] Hours, cause positive Imbalances to occur which, in aggregate over those Hours, equal the quantities of Gas notified by APA under paragraph (ii). All quantities of Gas not replenished by Shipper in accordance with paragraph (ii) will be deemed to be Unauthorised Imbalances.

(i) Shipper's only remedy for APA's failure to provide the Firm Loan Service is relief from payment of the Firm Loan Charge, as determined in accordance with clause 6.13(b)(ii).

2.6 Redirection Service

(a) This clause 2.6 applies if the Services in the Details include a Redirection Service or if APA agrees to provide a Redirection Service for Shipper on a particular Day.

(b) Shipper may request APA to provide a Redirection Service by submitting a Nomination to APA specifying:

(i) the receipt by APA at the Receipt Points of quantities of Gas to be either actually or notionally received on the relevant Pipeline, either from Shipper or another User, on account of this Service;

(ii) the actual or notional redirection of the Gas referred to in paragraph (i) on an interruptible basis; and

(iii) the delivery by APA at the Delivery Points of quantities of Gas to be either actually or notionally delivered from the relevant Pipeline, either to Shipper or another User, on account of this Service.

(c) APA must process Shipper's request, and accept or reject it, in accordance with clause 3.2.

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2.7 In-Pipe Trade Service

(a) This clause 2.7 applies if the Services in the Details include an In-Pipe Trade Service.

(b) Shipper may request APA to facilitate a Gas Trade by submitting a Nomination to APA specifying:

(i) the receipt by APA at an In-Pipe Receipt Point of quantities of Sold Gas Nominated by Shipper; or

(ii) the delivery by APA to Shipper or for Shipper's account at an In-Pipe Delivery Point of quantities of Sold Gas Nominated by Shipper.

(c) APA must Schedule the applicable receipt quantities or delivery quantities in accordance with clause 4.1(e).

(d) Shipper's only remedy for APA's failure to provide the Service set out in this clause 2.7 is relief from payment of the In-Pipe Trade Charge for the Gas Trade to which the failure relates.

2.8 Capacity Trading Service

(a) This clause 2.8 applies if the Services in the Details include a Capacity Trading Service.

(b) Shipper may request APA to facilitate a Capacity Trade by:

(i) if Shipper is a seller of Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance, entering the Capacity Trading Details in the Information Interface;

(ii) if Shipper is a buyer of Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance from another User, confirming in the Information Interface the Capacity Trading Details entered by Shipper's counterparty Capacity Trader; or

(iii) if Shipper offers to make a Supplementary Capacity Trade with APA, entering the Capacity Trading Details in the Information Interface.

(c) If for a Day a Valid Trade Entry is made for a Capacity Trade, APA must facilitate the relevant Capacity Trade for the relevant Day by:

(i) if Shipper is a seller of Operational MDQ, reducing Shipper's Operational MDQ by the amount of the Sold Capacity;

(ii) if Shipper is a buyer of Operational MDQ, increasing Shipper's Operational MDQ by the amount of the Purchased Capacity;

(iii) if Shipper is a seller of Operational Pressure MDQ, reducing Shipper's Operational Pressure MDQ by the amount of the Sold Pressure Capacity;

(iv) if Shipper is a buyer of Operational Pressure MDQ, increasing Shipper's Operational Pressure MDQ by the amount of the Purchased Pressure Capacity;

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(v) if Shipper is a seller of Operational Parking Allowance, reducing Shipper's Operational Parking Allowance by the amount of the Sold Parking Capacity;

(vi) if Shipper is a buyer of Operational Parking Allowance, increasing Shipper's Operational Parking Allowance by the amount of the Purchased Parking Capacity;

(vii) if Shipper is a buyer of Supplementary MDQ, increasing Shipper's applicable Contract MDQ by the amount of the applicable Supplementary MDQ; or

(viii) if Shipper is a buyer of Supplementary Pressure Capacity, increasing Shipper's applicable Contract Pressure MDQ by the amount of the applicable Supplementary Pressure Capacity.

(d) Capacity Trades between Capacity Traders do not affect:

(i) any User's right, title or interest in any Gas in or to be received in or delivered from the relevant Pipeline;

(ii) the Base Contract MDQ or Shipper's rights or obligations in respect of Contract MDQ under this Agreement;

(iii) the Base Contract Pressure MDQ or Shipper's rights or obligations in respect of Contract Pressure MDQ under this Agreement; or

(iv) the Contract Parking Allowance or Shipper's rights or obligations in respect of the Contract Parking Allowance under this Agreement,

and nothing in this Agreement of itself creates a Capacity Trade or obliges APA, or affects the responsibility of the parties to the Capacity Trade, to do or arrange any act or thing necessary or desirable for the perfection or completion of the Capacity Trade.

(e) Shipper's only remedy for APA's failure to vary Shipper's Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance in accordance with this clause 2.8 is relief from payment of any applicable Capacity Trading Charge for Sold Capacity, Sold Pressure Capacity or Sold Parking Capacity for the applicable Day to which the failure relates.

2.9 Pressure Service

(a) This clause 2.9 applies if the Services in the Details include a Firm Pressure Service or an Interruptible Pressure Service.

(b) Subject to paragraph (c), provided that Shipper complies with clause 11.1 APA must compress (or procure the compression of) all quantities of Gas (not exceeding the Operational Pressure MDQ) to be received or delivered on account of Shipper at the relevant Compressor, to the extent necessary and at the times required, in order for the Gas to enter the relevant Pipeline, transit parts of the Pipeline with different pressures or enter a connecting pipeline under another Service Scheduled in accordance with this Agreement.

(c) If the Pressure Service is an Interruptible Pressure Service, then APA's obligation under paragraph (b) applies only to the extent that there is sufficient capacity in the relevant compressor facilities for the Interruptible Pressure Service to be provided

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equitably with other Users of interruptible pressure services, taking into account all agreements for pressure services on the Day with other Users (including pressure services with a higher priority than interruptible services).

(d) Quantities of Gas, in excess of the Operational Pressure MDQ, compressed on a Day by APA under this clause 2.9, will be deemed to be compressed under the Interruptible Pressure Service.

(e) If the Details specify Compressors for the Firm Pressure Service, the Firm Pressure Service is only available using those Compressors.

2.10 Service limitations

(a) APA is not required to:

(i) receive quantities of Gas at a Receipt Point at a rate per Hour in excess of the applicable Receipt Point MHQ or on a Day in excess of the applicable Receipt Point MDQ or in aggregate exceeding the Operational MDQ;

(ii) deliver quantities of Gas at a Delivery Point at a rate per Hour in excess of the applicable Delivery Point MHQ or on a Day in excess of the applicable Delivery Point MDQ or in aggregate exceeding the Operational MDQ;

(iii) provide any Service, which necessarily requires the use of a Compressor, except to the extent that Shipper has a Pressure Service to compress Gas at that Compressor to facilitate provision of the Service;

(iv) compress quantities of Gas at a Compressor on a Day in excess of the applicable Operational Pressure MDQ;

(v) provide the Parking Service to the extent that:

(A) to do so would result in the Parking Allowance being exceeded; or

(B) there is a Loan Imbalance;

(vi) provide the Parking Service at a Parking Location to the extent that:

(A) to do so would result in the Parking Allowance at the Parking Location being exceeded; or

(B) there is a Loan Imbalance at the proximate Borrowing Location;

(vii) provide the Loan Service to the extent that:

(A) to do so would result in the Loan Allowance being exceeded; or

(B) there is a Parking Imbalance; or

(viii) provide the Loan Service at a Borrowing Location to the extent that:

(A) to do so would result in the Loan Allowance at the Borrowing Location being exceeded; or

(B) there is a Parking Imbalance at the proximate Parking Location.

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(b) APA is not obliged to provide the Interruptible Service, the Redirection Service, the Interruptible Pressure Service, the Interruptible Parking Service or the Interruptible Loan Service, or to provide the services in respect of quantities or at a rate Nominated by Shipper, on a Day on which:

(i) the provision of the service or the transportation of the requested quantities would cause an APA Entity to curtail a Transportation Service:

(A) that APA is obliged to provide to any User on a firm, as available or authorised overrun basis under a Transportation Agreement; or

(B) already Scheduled for transportation to another User at the time Shipper's Nomination is received by APA; or

(ii) Shipper has failed to provide Gas to APA at the Receipt Point (or, in the case of a Redirection Service comprising an actual receipt of Gas, Shipper or another User has failed to provide the Gas as Scheduled):

(A) within 4 hours of the commencement of deliveries under the relevant Service on the Day; and

(B) in accordance with its obligations under this Agreement;

(iii) in APA's reasonable opinion, there is or is reasonably expected to be insufficient Capacity in the relevant Pipeline, or insufficient other Scheduled (if applicable) receipts or deliveries of quantities of Gas, to facilitate the service; or

(iv) (in respect of the Interruptible Service and the Interruptible Pressure Service only) the Capacity in the relevant Pipeline or Segment or at the relevant Compressor (as applicable) is not fully contracted on a firm basis.

(c) APA is not obliged to provide the In-Pipe Trade Service if:

(i) the receipt of Sold Gas at an In-Pipe Receipt Point or the delivery of Gas at an In-Pipe Delivery Point would result in an Imbalance not authorised by this Agreement or an unauthorised imbalance under the Transportation Agreement of Shipper's Trading Counterparty;

(ii) Shipper's Trading Counterparty fails to give APA a nomination under a Transportation Agreement for the receipt or delivery of Sold Gas to be bought or sold by Shipper;

(iii) Shipper's Trading Counterparty is in breach of its obligations to APA under its Transportation Agreement; or

(iv) in APA's opinion (acting reasonably) the receipt or delivery may affect, or be affected by, the Capacity of the relevant Pipeline or its operational integrity.

(d) APA is not obliged to provide the Capacity Trading Service for any Capacity Trade:

(i) unless and until a Valid Trade Entry is made for the Capacity Trade;

(ii) in respect of Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance which are not, at the date of the proposed Capacity Trade,

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part of the seller's applicable Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance for the applicable Day; or

(iii) if, at the time of the entry of details of the Capacity Trade in the Information Interface, Shipper's counterparty Capacity Trader is in breach of its obligations to APA under its Transportation Agreement.

2.11 Method of provision of Services

Subject to this Agreement, the Parties acknowledge that the method of provision of the Services will be at APA's absolute discretion.

3. Nominations

3.1 Firm Service

(a) This clause 3.1 applies to the Firm Service.

(b) Shipper must give to APA, at least 3 Days before the beginning of each Month during the Term, a completed Nomination for each Day of the Month about to commence.

(c) Shipper may give to APA Nominations for more than 1 Month in advance, which will remain in effect until Shipper provides APA with revised Nominations in accordance with this clause 3.1.

(d) Shipper's Nomination is deemed to be for the transportation of zero GJ on each Day for which Shipper fails to give a Nomination to APA in accordance with paragraphs (b) or (c).

(e) Shipper may revise its Nomination for a Day by giving an updated Nomination for that Day to APA prior to the Nomination Deadline. The updated Nomination must indicate the revised quantities to be delivered and the date upon which the revised Nomination takes effect.

(f) In addition to paragraph (e), Shipper may, in order to correct an Imbalance, revise its Nomination for quantities to be received at a Receipt Point for a Day by giving an updated Nomination prior to the Nomination Deadline.

3.2 Other Services

(a) This clause 3.2 applies to the Interruptible Service, the Redirection Service, the Parking Service and the Loan Service.

(b) If Shipper requests the Parking Service or the Loan Service for a Day, it must give to APA a Nomination for the requested services prior to the Nomination Deadline for that Day.

(c) Shipper may request the Interruptible Service or the Redirection Service on a particular Day by giving a completed Nomination to APA at any time prior to or during the relevant Day.

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(d) Upon receipt of the Nomination, APA must review the availability of the Services requested by Shipper and must, as soon as possible, advise Shipper that:

(i) the Services requested are available; or

(ii) the Services are available for the relevant Day but not as requested, together with details of the Services which are available on the relevant Day; or

(iii) the Services requested are not available for the relevant Day.

(e) If pursuant to paragraph (d)(i) APA advises Shipper that the Services requested are available or if APA Schedules Services in accordance with the request, then Shipper's request constitutes a Nomination for the relevant service in accordance with this Agreement.

(f) Within one hour of receipt of an advice under paragraph (d)(ii), Shipper may request provision of the Services described by APA in its advice under that paragraph and the request constitutes a Nomination for the Services in accordance with this Agreement.

(g) Shipper acknowledges that APA cannot advise Shipper of the availability of a service under this clause 3.2 prior to Scheduling pursuant to clause 4 for the relevant Day.

3.3 Intra-day Nominations

(a) Shipper may submit an Intra-Day Nomination for any Service, in which case:

(i) for firm Services, APA must use its best endeavours to accept the Intra-Day Nomination as far as reasonably practicable, having regard to the operational integrity of the Pipeline and the rights of other Firm Users, and subject always to clause 2;

(ii) for non-firm Services, APA may accept or reject the Intra-Day Nomination, or any part of it, at its discretion and without liability to Shipper;

(iii) APA must, as soon as possible after receipt of the Intra-Day Nomination, advise Shipper if and to the extent that APA is prepared to accept the Intra-Day Nomination; and

(iv) to the extent that APA accepts the Intra-Day Nomination, the quantities of Gas to which the acceptance relates must be Scheduled by APA in accordance with the terms and conditions of the Service under this Agreement to which the acceptance relates.

3.4 Relationship with Scheduling

Despite receipt of a Nomination by APA, or any advice by APA that it accepts a Nomination, APA is not liable to Shipper to provide Services in respect of a Nomination (other than to process the Nomination in accordance with this clause 3) except to the extent that APA Schedules Services for Shipper in accordance with clause 4.

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3.5 Unscheduled receipts and deliveries

(a) APA is not obliged to receive at a Receipt Point or deliver at a Delivery Point any quantities of Gas in excess of the quantities Scheduled by APA for receipt or delivery (as applicable) in accordance with clause 4.

(b) Shipper must, promptly upon becoming aware, notify APA of any quantity of Gas supplied or to be supplied at a Receipt Point or delivered or to be delivered at a Delivery Point which is materially different from the quantity Scheduled by APA for receipt or delivery (as applicable) in accordance with clause 4.

3.6 Forecasts

(a) Shipper must provide to APA, by 1 March in each Year during the Term, a good faith non-binding forecast of the quantities of Gas it anticipates requiring to be transported pursuant to the Firm Service during the following Financial Year.

(b) If requested by APA and subject to APA providing at least 2 Days' notice, Shipper must at least 24 Hours prior to each Nomination Deadline after the notice provide to APA a good faith non-binding forecast of the quantities of Gas it anticipates requiring to be transported pursuant to all Services on the Day to which the Nomination Deadline relates.

3.7 Warranties

Each time Shipper makes a Nomination, Shipper warrants that:

(a) the Nomination is accurate and represents a realistic expectation of the quantities of Gas which will be:

(i) made available by or on behalf of Shipper at the relevant Receipt Points for transportation under this Agreement; and

(ii) accepted by or on behalf of Shipper at the relevant Delivery Points; and

(b) Shipper has made to the Interconnect Parties, and the Interconnect Parties have accepted, a nomination for the supply at the relevant Receipt Points of the quantity of Gas the subject of the Nominations made in accordance with this clause 3 on the relevant Day.

3.8 Accuracy of Nominations

Shipper is solely responsible for the accuracy of its Nominations and APA will have no obligation to enquire whether Nominations are correct.

4. Scheduling and curtailment

4.1 General Scheduling of receipts and deliveries

(a) APA must in accordance with this clause 4 Schedule or re-Schedule at any time the receipt quantities or delivery quantities of Gas Nominated by Shipper in accordance with clause 3.

SAMPLE

(b) Where APA considers it necessary, it may confirm:

(i) the receipt of the quantities Nominated for receipt at the Receipt Points with the Interconnect Party at the Receipt Points; and

(ii) the acceptance of the quantities Nominated by Shipper for delivery at the Delivery Points with the Interconnect Party at the Delivery Points.

(c) Subject to clauses 2 and 3 and any adjustments APA (acting reasonably) deems necessary to maintain the operational integrity of the relevant Pipeline or to comply with any Laws, APA will Schedule for acceptance at the Receipt Points the lesser of:

(i) the quantity of Gas Nominated by Shipper for receipt at the Receipt Points; and

(ii) (if APA confirms quantities under paragraph (b)) the aggregate quantity of Gas confirmed for supply at the Receipt Points by the Interconnect Parties at the Receipt Points.

(d) Subject to clauses 2 and 3 and any adjustments APA (acting reasonably) deems necessary to maintain the operational integrity of the relevant Pipeline or to comply with any Laws, APA will Schedule for delivery at the Delivery Points the lesser of:

(i) the quantity of Gas Nominated by Shipper for delivery at each Delivery Point; and

(ii) (if APA confirms quantities under paragraph (b)) the quantity of Gas confirmed for acceptance on account of Shipper at each Delivery Point by the Interconnect Party at the Delivery Point.

(e) In respect of the In-Pipe Trade Service, APA must Schedule:

(i) (where Shipper is the seller) delivery of Confirmed Sold Gas at the applicable In-Pipe Delivery Point; and

(ii) (where Shipper is the buyer) receipt of Confirmed Sold Gas at the applicable In-Pipe Receipt Point,

on account of Shipper on that Day. The quantities of Gas last Scheduled by APA under this paragraph (e) for receipt or delivery are the quantities that will be deemed to have flowed on the relevant Day in respect of the applicable Gas Trade.

(f) If requested by APA, Shipper must provide APA with a schedule of priorities for each Day, ranking:

(i) what deliveries should not be Scheduled at the Delivery Points if all of Shipper's nominated receipts at the Receipt Points cannot be Scheduled; and

(ii) what receipts should not be Scheduled at the Receipt Points if all of Shipper's nominated deliveries at the Delivery Points cannot be Scheduled.

(g) If Shipper does not provide a schedule of priorities in accordance with paragraph (f), then APA may without liability to Shipper select what Nominated receipts or deliveries will not be Scheduled to balance Shipper's Scheduled receipts and deliveries.

SAMPLE

4.2 Scheduling priorities

(a) If there is not sufficient Capacity to receive, compress, transport or deliver all the quantities of Gas nominated by all Users on any Day, then APA must Schedule the quantities nominated by Users (including Shipper) in the following priority and sequence (subject to the National Gas Law, National Gas Rules, other applicable Laws and the operability of applicable gas markets and pipeline networks. Scheduling limitations will be applied only to the portion or portions of the relevant Pipeline that are capacity constrained.

(i) First – quantities nominated by Users under Firm Transportation Agreements (**Firm Users**), not to exceed their respective MDQs for firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' nominated quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs for firm services under those agreements.

(ii) Second – quantities nominated by Users with as available Transportation Agreements, not to exceed their respective MDQs for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Users' nominations pursuant to as available services, then the available Capacity will be allocated among those Users pro rata based on their nominations for as available services.

(iii) Third – quantities nominated by Users pursuant to authorised overrun services. If the Capacity available is not sufficient to receive or deliver for all Users requesting authorised overrun services, then the available Capacity will be allocated among those Users pro rata based on their nominations for authorised overrun services.

(iv) Fourth – quantities nominated by Users pursuant to Interruptible Transportation Agreements. If the Capacity available is not sufficient to receive or deliver for all Users requesting interruptible services, then APA must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as APA reasonably determines) among Users who have entered into Interruptible Transportation Agreements.

(b) Backhaul services are Scheduled in accordance with the priorities set out in paragraph (a) to the extent (where applicable) that sufficient matching services are Scheduled on the relevant Day. If the Capacity available is not sufficient to receive or deliver for all Users requesting backhaul services, then APA must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as APA reasonably determines) among Users who have entered into backhaul Transportation Agreements.

(c) Users' redirection services, and pressure services for which priority is not determined as a result of the application of paragraph (a), will be Scheduled in accordance with the priorities set out in paragraph (a) after backhaul services are Scheduled and to the extent that there are sufficient quantities of Gas to be either actually or notionally received in or delivered from the relevant Pipeline (or to be compressed as the case requires), either on account of Shipper or another User, to facilitate the services on the relevant Day.

SAMPLE

4.3 Records of Scheduled quantities

APA will keep records of the quantities of Gas Scheduled for transportation on account of Shipper in accordance with this clause 4. The records will be available for Shipper to review at its request, upon APA's reasonable costs of providing access to those records being reimbursed by Shipper.

4.4 Notification by APA

If any quantities Nominated by Shipper are not Scheduled for transportation by APA pursuant to clause 4, APA must advise Shipper as soon as reasonably practicable.

4.5 Curtailment

(a) If, on any Day or in any Hour the Capacity of the relevant Pipeline or any portion of it, or the capacity of any Receipt Point or Delivery Point, is insufficient to receive, compress, transport or deliver all the quantities of Gas Scheduled for all Users, then APA may on that Day or in that Hour curtail or interrupt the receipt, compression, transportation or delivery of Gas (as the case may be) in accordance with the sequence and priorities set out below to the extent necessary to provide Transportation Services within the Capacity of the relevant Pipeline at the relevant time (subject to the National Gas Law, National Gas Rules, other applicable Laws and the operability of applicable gas markets and pipeline networks). Curtailment will be applied only to the portion or portions of the relevant Pipeline that are capacity-constrained.

(i) First – Overrun Quantities under this Agreement and overrun quantities under other Transportation Agreements.

(ii) Second – quantities pursuant to Interruptible Transportation Agreements. If the Capacity available is not sufficient to receive or deliver for all Users requesting interruptible services, then APA must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as APA reasonably determines) among Users who have entered into Interruptible Transportation Agreements.

(iii) Third – quantities for transportation for Users pursuant to authorised overrun services. If the Capacity available is not sufficient to receive or deliver all Users' authorised overrun quantities, then the available Capacity will be allocated among those Users pro rata based on Scheduled quantities.

(iv) Fourth – quantities for transportation for Users with as available Transportation Agreements up to their respective MDQs (or MDQs in respect of a Receipt Point or Delivery Point, as applicable) for as available services under those agreements. If the Capacity available is not sufficient to receive or deliver all Users' as available quantities, then the available Capacity will be allocated among those Users pro rata based on Scheduled quantities.

(v) Fifth – quantities for transportation to Users pursuant to Firm Transportation Agreements, not to exceed their respective MDQs for firm services under those agreements. If the Capacity available is not sufficient to receive or deliver all Firm Users' quantities, then the available Capacity will be allocated among those Firm Users pro rata on the basis of their respective MDQs (or

SAMPLE

Receipt Point MDQs or Delivery Point MDQs, as applicable) for firm services under those agreements.

(b) Without limiting paragraph (a), backhaul services are subject to interruption or curtailment prior to any other quantities (except redirection quantities) to the extent (where applicable) that there are insufficient matching services to permit a backhaul service. If the Capacity available is not sufficient to receive or deliver for all Users requesting backhaul services, then APA must allocate the available Capacity equitably (that is, on the basis of tariffs paid, first-come-first-served, pro rata based on nominated quantities or such other basis as APA reasonably determines) among Users who have entered into backhaul Transportation Agreements.

(c) Without limiting paragraph (a), Users' redirection services, and pressure services for which interruption or curtailment is not determined as a result of the application of paragraph (a), may be interrupted or curtailed in accordance with the priorities set out in paragraph (a) to the extent that there are insufficient quantities of Gas to be either actually or notionally received in or delivered from the relevant Pipeline (or to be compressed as the case requires), either on account of Shipper or another User, to facilitate the services on the relevant Day.

4.6 Curtailment advice

APA must advise Shipper by telephone (to be confirmed in writing or digitally) as soon as practicable after becoming aware of an impending or actual curtailment or interruption in the receipt, transportation or delivery of Gas and the reasons for the impending or actual curtailment.

4.7 Effect of Scheduling or curtailment

If APA does not Schedule, or interrupts or curtails, receipts or deliveries of quantities of Gas under this clause 4, APA is not liable to Shipper if:

(a) the failure to Schedule or an interruption or curtailment:

(i) results from planned or unplanned works, repairs or maintenance in respect of the relevant Pipeline in accordance with the provisions of clause 8; or

(ii) is, in APA's opinion (acting reasonably), necessary in accordance with Good Engineering and Operating Practice to ensure the safe and efficient operation or integrity of the relevant Pipeline; or

(iii) is permitted under this Agreement; or

(b) APA is not obliged under this Agreement to provide the service, except to the extent that APA's failure to provide the service directly results from APA's failure to use Good Engineering and Operating Practice; or

(c) a Force Majeure Event occurs; or

(d) the insufficiency of Pipeline Capacity is not caused by the negligence or Wilful Misconduct of an APA Entity or breach of this Agreement by APA.

SAMPLE

4.8 Reduction in Gross Heating Value

If, on any Day, because of a reduction below the Heating Value Amount in the average Gross Heating Value of the gas presented by Shipper at any Receipt Point, APA is reasonably of the opinion that the aggregate quantities of Gas to be delivered on behalf of all Users may exceed the Capacity of the relevant Pipeline, the Operational MDQ and Throughput Rate for the Day are each adjusted as follows:

Operational MDQ = SOM x [1 + 0.020 × (AHV – HVA)]

Throughput Rate = TR x [1 + 0.020 × (HVA – AHV)]

where:

AHV is the average Gross Heating Value of Gas in MJ/m^3 received on the Day this formula is applied

HVA is the Heating Value Amount

SOM is Shipper's Operational MDQ before the adjustment

TR is Throughput Rate before the adjustment

5. Imbalances

5.1 Balancing of transportation quantities

(a) Subject to paragraph (b), for each Pipeline Shipper must use reasonable endeavours to ensure that receipts of Gas at the Receipt Points and deliveries of Gas at the Delivery Points are equal, adjusted for any Authorised Imbalances.

(b) Shipper must promptly take steps to correct Unauthorised Imbalances or potential Unauthorised Imbalances by adjusting Nominations and co-ordinating receipts and deliveries with APA.

5.2 Unauthorised Imbalances

In addition to clause 5.1, if APA believes on reasonable grounds that its ability to provide Services in the quantities of Gas Scheduled under this or any other Transportation Agreement may be impaired by an Unauthorised Imbalance, then APA may issue a notice advising Shipper accordingly and:

(a) Shipper must, within 4 hours of receipt of the notice, take all steps reasonably practicable to correct the Unauthorised Imbalance as soon as possible; and

(b) if Shipper fails to meet its obligations under paragraph (a), APA may correct the Unauthorised Imbalance in accordance with clause 5.3.

5.3 Correction by APA

APA may (but is not obliged to) correct an Unauthorised Imbalance in accordance with this Agreement by:

SAMPLE

(a) reducing the quantity of Gas received and/or delivered to or on behalf of Shipper as necessary; or

(b) purchasing or selling, as agent of Shipper, sufficient Gas,

(or a combination of (a) and (b)) to make the correction.

If APA makes a correction in accordance with this clause 5.3, then without limiting APA's other rights under this Agreement:

(c) Shipper must indemnify APA for all costs and expenses incurred in APA purchasing Gas to make the correction; and

(d) APA may retain its reasonable costs and expenses from the proceeds of sale of Shipper's Gas received by APA in selling Gas to make the correction.

In purchasing or selling gas under this clause 5.3, APA may act in its own interests but must act reasonably.

5.4 Correction of imbalances on other systems

APA is not responsible for eliminating any imbalances between Shipper and an Interconnect Party and, except as provided by this Agreement or as required by Good Engineering and Operating Practice, is not obliged to adjust or deviate from its standard operating and accounting procedures in order to alleviate those imbalances.

5.5 Receipt Point and Delivery Points taken as accurate

(a) The Parties acknowledge that the accuracy limits of the Metering Equipment, notwithstanding the quantity of Gas used by APA in the operation of the relevant Pipeline and the variation in the quantity of Gas stored in the relevant Pipeline, may result in an apparent difference when measuring the same quantity of Gas at the Delivery Points and at the Receipt Points over a period.

(b) If there is doubt about which Metering Equipment is responsible for discrepancies, the Parties must use the data from Metering Equipment at the relevant Delivery Points for the purposes of this clause 5.

5.6 Imbalances at end of Term

(a) If an Imbalance exists at the end of the Term, then, for a period of 10 Days following the end of the Term, Shipper may receive or deliver quantities of Gas required to correct the Imbalance and must comply with the Nominations procedures in this Agreement for that purpose.

(b) If, at the end of the 10 Day period under paragraph (a), the Imbalance is not corrected, then APA may:

(i) if the Imbalance is a positive Imbalance, sell (as agent of Shipper) to third parties a quantity of Gas in the relevant Pipeline equivalent to the quantity of the Imbalance and, following the sale, pay to Shipper the proceeds received by APA from the sale less APA's reasonable costs; or

SAMPLE

(ii) if the Imbalance is a negative Imbalance, purchase a quantity of Gas that is required to correct the Imbalance, cause the quantity of Gas purchased by APA to be delivered for or on account of Shipper and charge Shipper an amount equal to the actual cost incurred by APA in purchasing the quantity of Gas plus APA's reasonable costs.

(c) In purchasing or selling gas under paragraph (b), APA may act in its own interests but must act reasonably.

6. Rates and charges

6.1 Capacity Charge

(a) Shipper must pay APA the Capacity Charge, each Month during the Term.

(b) Subject to clause 6.11, Shipper must pay the Capacity Charge to APA irrespective of the quantity of Gas received, stored, transported or delivered in the relevant Pipeline:

(i) for or on behalf of Shipper under this Agreement; or

(ii) in respect of Sold Capacity, for or on behalf of other Users under their Transportation Agreements.

6.2 Throughput Charge

(a) Subject to paragraph (b), Shipper must pay APA, each Month during the Term, the aggregate of Throughput Charges for each Day during the Month.

(b) APA must credit against the Throughput Charge, each Month during the Term, the amount of the Throughput Offset for the Month.

(c) Shipper must also pay the Throughput Charge (Sold Capacity) to APA for each Month during the Term.

6.3 Supplementary Capacity Charge

(a) Shipper must pay APA the Supplementary Capacity Charge for each Month during the Term.

(b) Shipper must pay the Supplementary Capacity Charge, other than for Within Day MDQ or Within Day Pressure MDQ, irrespective of the quantity of Gas received, stored, transported, delivered or compressed in the relevant Pipeline on the relevant Day for or on behalf of Shipper under this Agreement.

6.4 Interruptible Charge

Shipper must pay APA, each Month during the Term, the aggregate of Interruptible Charges for each Day during the Month.

SAMPLE

6.5 Redirection Charge

Shipper must pay APA, each Month during the Term, the Redirection Charge, for quantities of Gas not exceeding the Redirection MDQ on any Day, redirected to or for the account of Shipper on each Day during the Month under the Redirection Service.

6.6 In-Pipe Trade Charge

Shipper must pay to APA, each Month during the Term, the In-Pipe Trade Charge for quantities of Sold Gas delivered on account of Shipper to Trading Counterparties at In-Pipe Delivery Points on each Day during the Month under the In-Pipe Trade Service.

6.7 Capacity Trading Participation Charge

(a) Shipper must pay the Capacity Trading Participation Charge to APA for each Month during the Term.

(b) Shipper must pay the Capacity Trading Participation Charge to APA irrespective of whether Shipper is a party to any Capacity Trades for the applicable Month.

6.8 Capacity Trading Charge

(a) Shipper must pay the Capacity Trading Charge to APA for each Month during the Term.

(b) Shipper must pay the Capacity Trading Charge to APA irrespective of whether Shipper's counterparty Capacity Traders or other Users nominate any or all of the Sold Capacity (for them, Purchased Capacity), Sold Pressure Capacity (for them Purchased Pressure Capacity) or Sold Parking Capacity (for them, Purchased Parking Capacity) for receipt or delivery on the relevant Pipeline under their Transportation Agreements during the Month.

6.9 Overrun charges

(a) Shipper must pay to APA each Month during the Term the Overrun Charge in respect of all Overrun Quantities delivered in that Month.

(b) Shipper is not liable to pay the Overrun Charge in respect of a Day to the extent that, without the prior written approval of Shipper, APA (other than in the exercise of its rights under this Agreement) solely causes the delivery of Overrun Quantities on that Day.

6.10 Minimum Bill

(a) Subject to paragraph (c), if the Details specifies a Minimum Bill or a Minimum Bill for a Service, the minimum amount payable by Shipper to APA each Month under this Agreement or for the Service (as applicable) is the applicable Minimum Bill.

(b) Subject to clause 6.11, Shipper must pay the Minimum Bill to APA even if no Gas is received, transported or delivered in the relevant Pipeline for or on behalf of Shipper under this Agreement or under the applicable Service.

SAMPLE

(c) The Minimum Bill is the minimum amount payable for the throughput of Gas (other than Overrun Quantities) under this Agreement or the Service to which it relates (as applicable). Payment of the Minimum Bill does not discharge Shipper's liability under this Agreement for other charges not directly payable for that throughput, such as (for example) charges for other Services, Imbalances, taxes and Carbon Costs. Further, the amount of the Minimum Bill does not limit the amount that APA is entitled to charge Shipper under this Agreement for the throughput of Gas under the relevant Service.

6.11 Reduction in certain charges

If during a Month APA fails to deliver to:

(a) Shipper the quantities of Gas Scheduled on behalf of Shipper under the Firm Service; or

(b) other Users quantities of Gas under another Transportation Agreement to which Sold Capacity is allocated,

and the failure to deliver is as a result of:

(c) a Force Majeure Event affecting APA; or

(d) the negligence, Wilful Misconduct or breach of this Agreement by APA,

then any Capacity Charge and Minimum Bill for that Month for the Firm Service, and any Tolling Charge, must be reduced as determined by APA (acting reasonably) having regard to the proportion of the Month in which APA fails to deliver quantities of Gas to Shipper as a result of the events outlined in paragraphs (c) - (d).

6.12 Parking Charge

(a) Shipper must pay APA the Parking Charge for each Month during the Term.

(b) For a Firm Parking Service:

(i) Shipper must pay the Firm Parking Charge to APA irrespective of the quantity of Parked Gas stored in the relevant Pipeline at any time; and

(ii) if APA is unable for any reason to provide the Firm Parking Service in whole or in part during the Month, then the Firm Parking Charge reduces on a pro rata basis for the number of Days and to the extent to which the Firm Parking Service is unavailable, as reasonably determined by APA.

6.13 Loan Charge

(a) Shipper must pay APA the Loan Charge for each Month during the Term.

(b) For a Firm Loan Service:

(i) Shipper must pay the Firm Loan Charge to APA irrespective of the quantity of Borrowed Gas then delivered to or on account of Shipper and not replenished; and

SAMPLE

(ii) if APA is unable for any reason to provide the Firm Loan Service in whole or in part during the Month, then the Firm Loan Charge reduces on a pro rata basis for the number of Days and to the extent to which the Firm Loan Service is unavailable, as reasonably determined by APA.

6.14 Imbalance Charge

Shipper must pay APA, each Month during the Term, the aggregate of the Imbalance Charges for each Pipeline on each Day in the Month.

6.15 Pressure Charge

Shipper must pay to APA, each Month during the Term, the Pressure Charge in respect of the Pressure Service provided in that Month.

6.16 Tolling Charge

(a) Shipper must pay APA the Tolling Charge each Month during the Term.

(b) Subject to clause 6.11, Shipper must pay the Tolling Charge to APA irrespective of the quantity of Gas received, stored, transported or delivered in the relevant Pipeline:

(i) for or on behalf of Shipper under this Agreement; or

(ii) in respect of Sold Capacity, for or on behalf of other Users under their Transportation Agreements.

6.17 Carbon Costs

(a) In addition to any other amounts due or payable to APA under this Agreement, Shipper must pay to APA all Carbon Costs, incurred by APA or a Related Body Corporate of APA in respect of the services provided by APA under this Agreement or of APA's business operations to the extent that they relate directly or indirectly to those services, as reasonably determined and apportioned to Shipper by APA from time to time.

(b) In determining and apportioning Carbon Costs, APA must:

(i) reasonably apportion costs, that are not solely attributable to the services provided by APA under this Agreement, between Shipper and third parties, having regard (where appropriate) to the proportion, calculated by reference to throughput of gas, of Shipper's use of those services; and

(ii) ensure that APA does not, other than by trivial amounts, enjoy a windfall benefit or suffer an uncompensated loss.

(c) APA must:

(i) include in each invoice to Shipper; and

(ii) provide to Shipper written information substantiating,

the amount of the Carbon Costs determined, and the basis of the apportionment, by APA under paragraph (a).

SAMPLE

(d) With the prior written consent of APA (which must not be unreasonably withheld), Shipper may transfer or otherwise make available Substitute Permits to or on account of APA or a Related Body Corporate of APA in full or partial discharge of Shipper's obligations under paragraph (a).

(e) This clause 6.17 survives the expiry or termination for any reason of this Agreement.

6.18 Change in Law

(a) The Parties must, in accordance with this clause 6.18, make a Financial Adjustment based on the Net Financial Effect experienced by APA or a Related Body Corporate as a consequence of any Change in Law.

(b) If a Change in Law occurs, APA must give written notice (**Change in Law Notice**) to Shipper of:

(i) details of the Change in Law and its effect on APA's Relevant Costs;

(ii) APA's estimate of the Net Financial Effect of complying with the Change in Law; and

(iii) the timing and details of APA's proposed Financial Adjustment.

(c) APA's proposed Financial Adjustment under paragraph (b)(iii) applies unless:

(i) the Parties otherwise agree; or

(ii) Shipper objects in writing within 20 Business Days of the date of the Change in Law Notice, in which case the matter is deemed to be a dispute referred by Shipper for resolution in accordance with clause 18 and the date of the objection is deemed to be the date of the Dispute Notice for that purpose.

(d) APA must use reasonable endeavours to mitigate any increase in APA's Relevant Costs arising from any Change in Law.

6.19 GST

(a) Unless otherwise specified, the amounts payable for any supplies made under this Agreement have been determined by the Parties without regard to the amount of any liability for GST on those supplies.

(b) If a payment made by a party under this Agreement constitutes consideration for a taxable supply, the amount to be paid for the supply will be increased so that the net amount retained by the supplier, after payment of GST, is the same as if the supplier was not liable to pay GST in respect of the supply.

(c) Where a party is required to reimburse, indemnify or pay to another party an amount calculated by reference to a cost, expense, outgoing or other amount paid or incurred by that party, then the relevant amount will be reduced by the amount of any input tax credit to which that party is entitled in respect of any acquisition relating to that cost, expense, outgoing or other amount.

SAMPLE

(d) Subject to clause 21.4(b), if for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a taxable supply varies from the GST amount paid to the supplier, the parties will account to each other for the difference.

(e) If a party is a member of a GST group or a GST joint venture, references to that party's liability for GST and entitlements to input tax credits include GST for which the representative member of the GST group or GST joint venture is liable and input tax credits to which the representative member is entitled (as applicable).

(f) Terms defined in the GST Law have the same meaning when used in this clause 6.19.

6.20 Adjustment of Rates and charges

(a) Subject to paragraph (b), each Rate, and the Minimum Bill (if any) and maximum In-Pipe Trade Charge (if any), is adjusted, on 1 January, 1 April, 1 July and 1 October in each Calendar Year commencing on the first such date to occur after the Rate Set Date (each an **Adjustment Date**), by multiplying it by the Escalation Factor. The adjusted amounts apply, from the commencement of the Day on the Adjustment Date, until further adjusted on the next Adjustment Date.

(b) If the Rate is a regulated tariff under an Access Arrangement, the new Rate is the applicable regulated tariff at the relevant date.

6.21 Specific Imposts

(a) If the Details specifies any Specific Imposts, Shipper must pay to APA a proportion, as reasonably determined and apportioned to Shipper by APA from time to time, of the costs of the Specific Imposts incurred by APA or a Related Body Corporate of APA for each Month in the Term.

(b) Without limiting paragraph (a), the Parties acknowledge that APA may recover in full from Users the costs of Specific Imposts and agree that an apportionment by APA of Specific Imposts between Users (including Shipper) based on MDQ or throughput of Gas for the relevant period is reasonable.

7. Operational obligations

7.1 System Use Gas

(a) Shipper must supply, at no cost to APA, Shipper's SUG Share at the times and in the manner notified by APA from time to time.

(b) The quantity of Shipper's SUG Share is the quantity determined by APA from time to time acting reasonably but at its discretion. In making its determination, APA may have regard to:

(i) the total quantity of System Use Gas that is required by the relevant APA Entity from time to time in order to operate the relevant Pipeline;

(ii) the total quantities of Gas to be received or delivered on the relevant Pipeline on account of all Users during the relevant period; and

SAMPLE

(iii) compressor fuel, necessary for the management, operation and maintenance of the relevant Pipeline, which is reasonably attributable to the Services,

but APA must allocate System Use Gas equitably (that is, on a user pays basis, a total share basis or such other basis as APA reasonably determines) between all Users on the part of the relevant Pipeline to which its determination relates.

(c) The APA Entity which owns the relevant Pipeline owns System Use Gas supplied under paragraph (a).

7.2 Line Pack

(a) The APA Entity which owns the relevant Pipeline must provide, and retains ownership of, the Base Line Pack.

(b) Shipper must provide Shipper's Line Pack Share:

(i) on the first Day on which it utilises the Firm Service; and

(ii) otherwise as advised by APA from time to time,

by Nominating the requisite quantities of Gas for receipt at a Receipt Point. If Shipper fails to Nominate in accordance with this paragraph (b), the first quantities of Gas received by APA on account of Shipper on or after the relevant Day constitute, to the extent necessary, Shipper's Line Pack.

(c) If APA requests, Shipper must reduce Shipper's Line Pack Share, as directed by APA, by accepting quantities of Gas in excess of Scheduled quantities at Delivery Points or by providing lower quantities of Gas than those Scheduled for receipt at Receipt Points on the relevant Day.

(d) APA must, in accordance with the requirements of Shipper, include Shipper's Line Pack in the final deliveries of Gas made under this Agreement. If Shipper does not give APA directions about the delivery of Shipper's Line Pack on or before the end of the Term, title to the Shipper's Line Pack transfers to the APA Entity which owns the relevant Pipeline.

(e) Shipper acknowledges that APA Entities provide Loan Services (if any) under this Agreement and equivalent services under other Transportation Agreements from Base Line Pack.

(f) APA will (in good faith but otherwise without liability to Shipper) provide information to Shipper from time to time about ongoing Line Pack requirements for the relevant Pipeline, as is reasonably possible in the circumstances, to facilitate the management by Shipper of APA's likely requirements under this clause 7.2 for increased or decreased Line Pack from time to time.

7.3 Obligation to operate and maintain

APA must operate and maintain the Pipeline in accordance with Good Engineering and Operating Practice.

SAMPLE

7.4 Compliance

The provision of the Services under this Agreement is subject to compliance with all Laws and Approvals. The Parties must co-operate on a reasonable basis to ensure compliance with all Laws and Approvals, including obtaining and maintaining all necessary Approvals to perform their respective obligations under this Agreement.

7.5 Co-ordination of operations

(a) The Parties must consult and co-operate in relation to the operation of the Pipeline and Interconnection Facilities with a view to facilitating safe and efficient operations in accordance with applicable Laws, Approvals, relevant standards and in accordance with Good Engineering and Operating Practice.

(b) Shipper must:

(i) ensure that arrangements for the supply of Gas to the Receipt Points and acceptance of Gas at the Delivery Points are compatible with APA's Pipeline operations;

(ii) use all reasonable endeavours to co-ordinate Gas dispatching and operational matters with APA and with relevant Interconnect Parties; and

(iii) facilitate APA's access to relevant charts, digital and other data and records, including (without limitation) access to relevant measurement and SCADA information, at no cost to APA.

(c) If a Party is aware of circumstances which, in its reasonable opinion based on Good Engineering and Operating Practice:

(i) threaten the operational integrity of the Pipeline or any facilities upstream or downstream of the Pipeline;

(ii) adversely affect the ability of APA Entities to provide services to Users under Transportation Agreements; or

(iii) adversely affect the ability of Shipper to supply Gas to the Receipt Points or take delivery of Gas at the Delivery Points,

then it must immediately advise the other Party, and (if appropriate) any affected Interconnect Parties. The Parties must consult and co-operate with each other, and with affected Interconnect Parties, to take all reasonable actions, including changes to receipts and deliveries of Gas, to alleviate these adverse conditions promptly.

8. Pipeline repairs and maintenance

8.1 Planned works

If APA gives Shipper at least 1 Months' notice of proposed Pipeline works, repairs or maintenance and, after consultation with Shipper, uses reasonable endeavours to carry out the works, repairs or maintenance:

(a) so as to avoid or minimise, so far as is reasonably practicable, disruption to the Services to Shipper; and

SAMPLE

(b) during a period in which APA reasonably forecasts there will be relatively low aggregate demand for transportation of Gas,

APA may, without liability to Shipper, curtail Services to Shipper to the extent necessary to carry out the Pipeline works, repairs or maintenance.

8.2 Emergency works

If APA believes that it is necessary to carry out Pipeline works, repairs or maintenance (other than works, repairs or maintenance set out in clause 8.1) in order to:

(a) protect the operational integrity or safe operation of the relevant Pipeline; or

(b) comply with any applicable Laws or Approvals,

APA may, without liability to Shipper, curtail Services to Shipper to the extent necessary to carry out the Pipeline works, repairs or maintenance, provided that:

(c) APA gives Shipper as much notice of the proposed curtailment as is reasonably practicable; and

(d) the curtailment is not predominantly caused by APA's negligence, failure to comply with Good Engineering and Operating Practice or breach of this Agreement.

8.3 Consultation

If requested by either Party, Shipper and APA must exchange information about the timing of the proposed maintenance activities, anticipated during the following Year, for the relevant Pipeline and Interconnection Facilities.

9. Metering Equipment

9.1 Provision and operation of Metering Equipment

(a) APA will, at its cost, provide, operate and maintain Metering Equipment to measure the quantity of Gas used at each of APA's compressor stations on the relevant Pipeline.

(b) Shipper will, at its cost, cause to be provided, operated, validated and maintained all other Metering Equipment required for the purposes of this Agreement.

(c) Shipper must use reasonable endeavours to cause to be installed, at the Receipt Points and the Delivery Points, facilities which will permit co-ordination of activities by APA and Shipper in the metering, nomination, Scheduling and transportation of Gas under this Agreement.

(d) For existing Receipt Points and Delivery Points, where an Interconnect Party owns equipment used for measuring or monitoring Gas, Shipper must, or where Shipper is not the Interconnect Party Shipper must use reasonable endeavours to cause the Interconnect Party to:

SAMPLE

(i) upgrade its equipment to conform to the Metering and Measurement Requirements;

(ii) grant APA the right to operate, maintain and control access to the Metering Equipment;

(iii) provide access to and across any land and into or through any buildings, and provide electricity and other utilities, for the purpose of APA's operation and maintenance of Metering Equipment; and

(iv) provide access (including digital access) to all readings and information generated by the Metering Equipment.

(e) For new Receipt Points and Delivery Points, Shipper must, or where Shipper is not the Interconnect Party Shipper must cause the Interconnect Party to:

(i) install Metering Equipment or upgrade its equipment to conform to the Metering and Measurement Requirements;

(ii) grant APA the ownership of the Metering Equipment and sufficient tenure to the underlying land so that APA has the right to operate, maintain and control access to the Metering Equipment and to access (including digital access) all readings and information generated by the Metering Equipment; and

(iii) provide access to and across any land and into or through any buildings, and provide electricity and other utilities, for the purpose of APA's ownership, operation and maintenance of Metering Equipment.

9.2 Access

(a) The Parties must take all action reasonably necessary to ensure that access to their respective Metering Equipment is provided to permit inspections and tests to be carried out as required in the Metering and Measurement Requirements.

(b) Each Party must ensure that the other party has both physical and digital access to any relevant Metering Equipment at all reasonable times for the purpose of obtaining and verifying all measurement information produced or recorded by it.

9.3 Measurement

The Metering and Measurement Requirements govern the measurement of Gas for the purposes of this Agreement. The Parties must negotiate to amend the provisions of Metering and Measurement Requirements in the event that those provisions are inconsistent with the provisions of other agreements relating to the transportation of Gas through the relevant Pipeline. If after a period of 30 Days, the Parties have not agreed the amendments to the Metering and Measurement Requirements, clause 18 applies.

10. Quality

10.1 Gas Quality

(a) Subject to paragraph (b), the gas delivered by Shipper to APA at the Receipt Points must be in accordance with:

SAMPLE

(i) the quality required to comply with the Gas Specification or any other quality as the Law in the Jurisdiction (or, if different, where the relevant Pipeline is sited) requires; and

(ii) any lawful additional parameters agreed between Shipper and APA.

(b) APA may, by notice to Shipper, vary the quality specifications set out in paragraph (a) if it is authorised or required to do so by Law or any Authority.

(c) Provided that Shipper complies with paragraph (a), the gas delivered by APA to Shipper at the Delivery Points must meet the quality specifications set out in paragraph (a).

10.2 Quality tests

(a) The quality of the gas received and delivered by APA will be monitored by tests which APA must cause to be made at the Receipt Points and at points on the relevant Pipeline that are representative of the Delivery Points.

(b) APA must determine the Gross Heating Value of gas and its component analysis at least once each Month or more frequently as required in accordance with the Metering and Measurement Requirements.

(c) APA must undertake tests sufficiently frequently to facilitate conformity of the gas in the relevant Pipeline to the quality specifications set out in clause 10.1(a). Without limitation, the tests must determine the total sulphur, hydrogen sulphide, mercaptans, carbon dioxide, nitrogen and oxygen content of the gas, and the water vapour content of the gas by approved standard methods in general use in the gas industry.

(d) The Parties acknowledge that the tests to be conducted under this clause 10.2 will not monitor all characteristics of gas, and that gas may fail to meet the specification for reasons which are not detected by those tests.

10.3 Off-Specification Gas

(a) Shipper must notify APA immediately on becoming aware that gas received or to be received on account of Shipper is or may be Off-Specification Gas.

(b) If APA becomes aware from its own monitoring of the relevant Pipeline that gas offered for transportation by Shipper is Off-Specification Gas, APA must promptly notify Shipper.

(c) Shipper must:

(i) with its notice referred to in paragraph (a); or

(ii) promptly after receipt of a notice from APA under paragraph (b),

notify APA whether Shipper requests APA to receive or deliver all or any portion of Off-Specification Gas.

(d) Despite any request given by Shipper under paragraph (c), APA is entitled to refuse to accept or deliver all or any portion of Off-Specification Gas. APA must advise Shipper

SAMPLE

as soon as is practicable after refusing to accept or deliver all or any portion of that gas.

(e) Subject to paragraph (f), if:

(i) Shipper provides Off-Specification Gas; and

(ii) APA agrees to receive and deliver that Off-Specification Gas,

then:

(iii) Shipper is responsible for any loss or damage suffered or incurred by APA to the extent it results from the receipt or delivery of that gas by APA (**Resulting Loss**); and

(iv) Shipper indemnifies and holds APA harmless from and against Resulting Loss.

(f) If Shipper instructs APA in writing not to receive or deliver Off-Specification Gas and APA continues to receive and deliver the gas notwithstanding the instruction, APA is responsible for any loss or damage suffered or incurred by itself, Shipper or any other person as a result of the continued receipt or delivery of the gas after the time at which APA, in accordance with Good Engineering and Operating Practice, could reasonably have stopped receipt or deliveries.

(g) Shipper will not be relieved of its obligation to pay the Minimum Bill or the Capacity Charge:

(i) if APA refuses under paragraph (d) to accept or deliver gas tendered by Shipper, by reason of APA's refusal to receive or deliver any gas tendered by Shipper; or

(ii) if Shipper requests or instructs APA not to receive or deliver Off-Specification Gas and APA accedes to the request or instruction, by reason of APA not receiving or delivering that Off-Specification Gas.

10.4 Liquid hydrocarbons

(a) All oil and other liquid hydrocarbons separated from gas before its receipt by APA at the Receipt Points is the property of Shipper.

(b) Any liquid hydrocarbons which, during normal transportation operations of the relevant Pipeline in accordance with Good Engineering and Operating Practice, separate or condense from the gas stream after the receipt of the gas and before its delivery by APA, may be recovered and retained by APA as its own property. However, this paragraph (b) does not authorise or permit the extraction by APA of any liquid or liquefiable hydrocarbons through the construction and operation of processing facilities for those materials.

(c) Any liquid or liquefiable hydrocarbons other than those referred to in paragraph (b) will remain the property of Shipper.

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(d) If either Shipper or APA has a proposal for the extraction of liquefiable hydrocarbons from the gas stream through the construction and operation of processing facilities for those materials, then the Party advancing the proposal must consult with the other Party regarding the evaluation of the proposal and the ownership, construction and operation of those facilities.

10.5 Odorisation

APA will not odorise or maintain any odorant level for the Gas delivered to Shipper under this Agreement unless required by Law.

11. Receipt and delivery pressures

11.1 Receipt pressure

(a) Shipper must supply Gas to APA at the Receipt Points at:

(i) the Receipt Point Pressure for each Receipt Point; or

(ii) such other pressures as agreed between the Parties in writing from time to time.

(b) APA is not obliged to install inlet compression or other facilities to permit the entry of Shipper's Gas into the relevant Pipeline.

(c) Shipper must indemnify APA for all loss or damage suffered or incurred by APA as a consequence of the failure by Shipper to supply Gas in accordance with paragraph (a).

11.2 Delivery pressures

Provided Shipper complies with its obligations under clause 11.1, APA must deliver Gas for Shipper's account at the Delivery Point Pressure.

12. Possession and responsibility

12.1 Control and possession

As between APA and Shipper –

(a) Shipper is in control and possession of Gas prior to its supply to APA at the Receipt Points and after the delivery of the Gas by APA for Shipper's account at the Delivery Points; and

(b) APA Entities are in control and possession of the Gas following receipt of the Gas from Shipper at the Receipt Points and prior to delivery of the Gas, net of any System Use Gas provided under clause 7.1, to Shipper at the Delivery Points.

12.2 Responsibility

(a) Subject to clause 10.3, Shipper has no responsibility or liability with respect to any Gas after it has been supplied to APA at the Receipt Points on account of anything

SAMPLE

which may be done, happen or arise with respect to that Gas, prior to the delivery of the Gas, net of System Use Gas, to Shipper at the Delivery Points.

(b) APA Entities will have no responsibility or liability with respect to any Gas prior to its supply to APA at the Receipt Points or after its delivery to Shipper at the Delivery Points on account of anything which may be done, happen or arise with respect to that Gas prior to receipt at the Receipt Points or after delivery at the Delivery Points.

(c) In the absence of APA's negligence, breach of this Agreement or Wilful Misconduct, APA is not responsible for losses of Shipper's Gas while Gas is in APA's control and possession.

12.3 Commingling of Gas

The Gas received by APA at the Receipt Points may be commingled with other Gas in the relevant Pipeline and with other elements for the operation and maintenance of the relevant Pipeline in accordance with Good Engineering and Operating Practice. Subject to APA's obligation to deliver at the Delivery Point quantities of Gas meeting the requirements of clause 10, APA may commingle Gas received and deliver Gas in a commingled state to Shipper, despite clause 14. Shipper will from time to time at its discretion and at its cost be entitled to request and receive a sample of the Gas which has been commingled in the relevant Pipeline.

13. Representations and warranties by Shipper

Shipper represents and warrants that:

(a) at the time of supply of gas to APA at the Receipt Points, Shipper has:

(i) unencumbered title to, and the right to supply, that gas at the Receipt Points; and

(ii) in respect of any gas delivered to a Receipt Point as a consequence of a transfer or assignment under clauses 27.3 or 27.4, the right to deliver that gas at that Receipt Point for transportation under this Agreement;

(b) the quantities of Gas Nominated for receipt at an In-Pipe Receipt Point or delivery at an In-Pipe Delivery Point are the subject of a Gas Trade;

(c) neither the Shipper nor any of its Related Bodies Corporate is in default under a Law or to an Authority affecting any of them or their respective assets and which will or is likely to materially affect Shipper's ability to perform its obligations under this Agreement; and

(d) there is no pending or threatened action or proceeding, affecting the Shipper or any of its Related Bodies Corporate or any of their respective assets, before an Authority or arbitrator which will or is likely to materially affect Shipper's ability to perform its obligations under this Agreement.

The representations and warranties in paragraphs (c) and (d) are taken to be also made on each Day on which any Gas is delivered to APA by or on account of the Shipper for transportation under this Agreement or on which any amount is or may be outstanding under this Agreement.

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14. Title

14.1 Title does not pass

Except for System Use Gas provided under clause 7.1 and as provided in clause 10.4(b), title to the gas received by APA at the Receipt Point does not pass to APA.

14.2 Gas Trades

As between APA and Eligible Shippers, title to Sold Gas will be taken to have passed from the seller to the buyer at the In-Pipe Receipt Point of the buyer of the gas. This Agreement does not of itself create any Gas Trade (which is the responsibility of Eligible Shippers as between themselves).

15. Allocations

15.1 Allocation of quantities of Gas between services

(a) No later than 20 Business Days prior to the Commencement Date, Shipper must provide a written notice to APA specifying the order of allocation for quantities of Gas to be:

(i) received at each Receipt Point; and

(ii) delivered at each Delivery Point,

in respect of each Transportation Service under each Transportation Agreement between the Parties. Unless and until Shipper gives the notice, APA may allocate receipts and deliveries between relevant services and agreements as APA sees fit.

(b) Shipper may, at any time during the Term, give APA a written notice changing the order of allocation provided under paragraph (a) in respect of future receipts and deliveries. The notice must be given no later than 10 Business Days prior to the date (which date must be the first Day of a Month) from which Shipper requires the new order of allocation to apply.

15.2 Allocation of receipts and deliveries

If the quantities of Gas actually received at the Receipt Points or delivered at the Delivery Points do not equal the quantities Scheduled by APA in accordance with clause 4 on any Day, then those quantities actually received or delivered by an APA Entity (as the case may be) must, unless clause 15.3 applies, be allocated among Users in accordance with the methodology set out below:

(a) In relation to a Receipt Point, the receipt of quantities of Gas will be allocated for each Day and each Hour as follows:

$$GR_S = (SCHR_S \div SCHR_T) \times TQR$$

where:

SAMPLE

GR_S is the allocation of Gas received at the Receipt Point on account of Shipper in TJ on that Day or Hour (as the case requires);

SCHR_S is the quantity of Gas Scheduled on account of Shipper at the Receipt Point on that Day or Hour (as the case requires), in accordance with clause 4 (and including any System Use Gas to be supplied by Shipper);

SCHR_T is the aggregate quantity of Gas Scheduled on account of all Users at the Receipt Point on that Day or Hour (as the case requires); and

TQR is the total quantity of Gas actually received at the Receipt Point and that is available for transportation under this Agreement and all other Transportation Agreements on that Day or Hour (as the case requires).

(b) In relation to a Delivery Point, the delivery of quantities of Gas will be allocated for each Day and each Hour as follows:

$$GD_S = (SCHD_S \div SCHD_T) \times TQD$$

where:

GD_S is the allocation of Gas delivered to Shipper at the Delivery Point in TJ on that Day or Hour (as the case requires);

SCHD_S is the quantity of Gas Scheduled on account of Shipper at the Delivery Point on that Day or Hour (as the case requires), in accordance with clause 4;

SCHD_T is the aggregate quantity of Gas Scheduled on account of all Users at the Delivery Point on that Day or Hour (as the case requires); and

TQD is the total quantity of Gas that is actually available for delivery at the Delivery Point under this Agreement and all other Transportation Agreements on that Day or Hour (as the case requires).

15.3 Multi-Users' agreement

(a) If the relevant APA Entity and all Users that supply receipts of Gas at a Receipt Point or take delivery of Gas at a Delivery Point agree an alternative allocation methodology to apply at that Receipt Point or Delivery Point, APA may, despite clause 15.2 but subject to clause 15.3(b), allocate the quantities of Gas actually received at that Receipt Point or delivered at that Delivery Point (as the case may be) in accordance with the terms of that agreement.

(b) Allocations and methodologies may not be changed during a Month and may never be changed retrospectively.

15.4 Allocation methodologies imposed on APA

The Parties acknowledge that allocation methodologies may be imposed on APA by third parties in respect of certain Receipt Points and Delivery Points. Shipper agrees that APA may

SAMPLE

revise its allocation methodology from time to time to reflect, as far as reasonably practicable, such third party allocation methodologies. Shipper will accept allocations made by APA in accordance with this clause 15.4. APA will use its best endeavours to comply with any revised allocation methodology.

15.5 Directions of an Authority

Without limiting its other rights under this Agreement, APA may, contrary to Shipper's Nomination (if any) and without liability to Shipper comply with any lawful directions or requirements of an Authority, including to act or refrain from acting in a particular manner.

16. Substitution of Delivery Point MDQ or Receipt Point MDQ

16.1 Request to substitute Delivery Point MDQ or Receipt Point MDQ

Shipper may, by giving written notice to APA at least 45 Days before the proposed change or such shorter notice as APA agrees, seek:

(a) the substitution of all or part of an existing Delivery Point MDQ for a Delivery Point to another Delivery Point; or

(b) the substitution of all or part of an existing Receipt Point MDQ for a Receipt Point to another Receipt Point.

16.2 Restrictions on substitution

(a) There can be no substitution under clause 16.1 of all or part of Delivery Point MDQ to a Delivery Point or all or part of Receipt Point MDQ to a Receipt Point (as applicable) that does not have the necessary Delivery Point Facilities or Receipt Point Facilities (as applicable).

(b) APA may:

(i) withhold its consent to a substitution sought under clause 16.1 on reasonable commercial or technical grounds; or

(ii) make any consent it gives subject to conditions if the conditions are reasonable on commercial or technical grounds.

16.3 Full acceptance

(a) If, following consideration of the matters under clause 16.2, APA reasonably forms the view that it can consent to all of the requests made by Shipper, then, within 30 Days of receipt of a notice under clause 16.1, APA must provide notice to Shipper that it will agree to substitute the Delivery Point MDQ or Receipt Point MDQ (as applicable) as requested in accordance with the notice.

(b) If Shipper notifies APA within 30 Days of the notice under paragraph (a) that it agrees to substitute the Delivery Point MDQ or Receipt Point MDQ (as applicable), then APA will implement the changes on the date originally requested by Shipper or otherwise as agreed by the Parties.

SAMPLE

16.4 Partial acceptance

(a) If, following consideration of the matters under clause 16.2, APA reasonably forms the view that it cannot consent to all of the request made by Shipper under clause 16.1, including because APA cannot meet any date that Shipper has requested for the substitution, then, within 30 Days of receipt of a notice under clause 16.1, APA must provide a notice to Shipper setting out:

(i) which part of the request APA consents to;

(ii) which part of the request APA does not consent to; and

(iii) if applicable, any alternative substitution that APA acting reasonably determines may achieve the commercial objectives of Shipper.

(b) If APA issues a notice under clause 16.4(a), Shipper must notify APA within 30 Days of the date of the notice whether Shipper accepts the alternatives proposed by APA in the notice.

(c) If, within the period required under clause 16.4(b), Shipper notifies APA that it accepts the alternatives, then APA will implement the changes as soon as practicable.

(d) If:

(i) Shipper fails to notify APA that it accepts the alternatives within the period required under clause 16.4(b); or

(ii) Shipper notifies APA that it does not accept the alternatives,

then APA, other than in respect of the matters agreed to under clause 16.4(a)(i), has no further obligation to Shipper in respect of the notice given under clause 16.1.

16.5 Effect of substitution

Any substitution under this clause 16 is deemed to be a variation of the relevant Table of Receipt Points and Delivery Points.

17. Receipt Points and Delivery Points

17.1 Request by Shipper for additional points

(a) Shipper may give notice to APA requesting that APA provides Services under this Agreement:

(i) from existing receipt points on the relevant Pipeline in addition to the Receipt Points set out in the Table of Receipt Points and Delivery Points (each an **Additional Receipt Point**); or

(ii) to existing delivery points on the relevant Pipeline in addition to the Delivery Points set out in the Table of Receipt Points and Delivery Points (each an **Additional Delivery Point**),

provided that, where an Additional Receipt Point or Additional Delivery Point relates to the Firm Service:

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(iii) the Receipt Point MDQ for each Additional Receipt Point; and

(iv) the Delivery Point MDQ for each Additional Delivery Point,

must not be greater than 0 GJ.

(b) The notice must include the proposed:

(i) location for the Additional Receipt Point or Additional Delivery Point (as applicable);

(ii) Services to which the Additional Receipt Point or Additional Delivery Point (as applicable) relates; and

(iii) date for commencement of use of the Additional Receipt Point or Additional Delivery Point (as applicable), to be the first Day of a Month not less than one Month from the date of receipt of the notice by APA, unless otherwise, agreed by APA.

(c) Shipper must supply to APA any additional information that APA reasonably requires in relation to Shipper's request.

17.2 Response by APA

(a) APA may make any consent it gives to a request under clause 17.1 subject to conditions if the conditions are reasonable on commercial or technical grounds.

(b) Within a reasonable time after receipt of a notice under clause 17.1, APA will provide a notice to Shipper that:

(i) it consents to Shipper's request, under clause 17.1, in which case:

(A) the notice will also include:

(I) confirmation of the date for commencement of use of the Additional Receipt Points or Additional Delivery Points (as applicable); and

(II) an amended copy of the Table of Receipt Points and Delivery Points updated to include the Additional Receipt Points or Additional Delivery Points (as applicable); and

(B) effective from the date confirmed by APA in accordance with clause 17.2(b)(i), the Table of Receipt Points and Delivery Points is updated to reflect the amended copy provided by APA to Shipper in accordance with clause 17.2(b)(i)(A)(II); or

(ii) it consents to Shipper's request under clause 17.1 on certain conditions (which may include an amendment to the Rates in respect of the Services to the Additional Receipt Point or Additional Delivery Point (as applicable), in which case the Parties must negotiate in good faith to amend this Agreement in order to implement the required changes.

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17.3 Allocation of In-Pipe Points

(a) APA must allocate to Shipper, at each Trading Point, a unique In-Pipe Receipt Point and In-Pipe Delivery Point in respect of each other Eligible Shipper from time to time. Each:

(i) In-Pipe Receipt Point is a Receipt Point; and

(ii) In-Pipe Delivery Point is a Delivery Point,

for the purposes of Nominations, Scheduling and curtailment, and for the calculation of Imbalances.

(b) The Receipt Point MDQ for each In-Pipe Receipt Point and the Delivery Point MDQ for each In-Pipe Delivery Point is the quantity of Gas Scheduled by APA for receipt or delivery (as applicable) at the relevant point on the applicable Day.

(c) APA must make available to Shipper details of the applicable In-Pipe Receipt Points and In-Pipe Delivery Points then allocated to all other Eligible Shippers from time to time, including (without limitation) new points and terminated points.

(d) Notwithstanding any of its obligations under this Agreement, APA may disclose to Eligible Shippers details about In-Pipe Receipt Points and In-Pipe Delivery Points allocated from time to time to Shipper under this Agreement, including (without limitation) new points and terminated points.

18. Dispute resolution

(a) If a dispute arises in respect of this Agreement, a Party must not commence legal proceedings in relation to the dispute (except proceedings seeking interlocutory relief) unless and until it complies with the procedures set out in this clause 18.

(b) A Party may refer a dispute for resolution under this clause 18 by written notice to the other Parties (**Dispute Notice**).

(c) The following representatives of the Parties must promptly meet on a without prejudice basis to endeavour to resolve the dispute:

(i) the Representatives of the Parties set out in the Details (or their nominee), within 10 Business Days of the date of the Dispute Notice; and

(ii) failing resolution under paragraph (i), a more senior representative of each Party, within a further 10 Business Days.

(d) The Parties must act in good faith and use reasonable endeavours to resolve the dispute in all meetings conducted in accordance with paragraph (c).

(e) Paragraph (a) ceases to apply to the dispute if another Party fails to participate in the procedures set out in this clause 18.

(f) Despite the existence of a dispute, the Parties must continue to perform their obligations under this Agreement.

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19. Supply of Information by Shipper

To the extent that to do so does not contravene any confidentiality obligations to third parties, Shipper must provide APA with any information, documentation and assistance that APA from time to time reasonably requests to enable APA to comply with its obligations or exercise its rights under any Law or to meet the requirements of any Authority in relation to this Agreement.

20. Default

20.1 Events of Default

An **Event of Default** occurs in respect of a Party (**Defaulting Party**) if it commits:

(a) a Financial Default; or

(b) a Non-Financial Default.

20.2 Default Notice

(a) If an Event of Default occurs, a Party that is not the Defaulting Party (**Non-Defaulting Party**) may give the Defaulting Party a notice (**Default Notice**) stating particulars of the Event of Default and that it is a Default Notice under this clause 20.2.

(b) Upon receipt of a Default Notice, the Defaulting Party has:

(i) in the case of a Financial Default, 7 Business Days to cure that Event of Default;

(ii) in the case of a Non-Financial Default that is capable of remedy, 21 Business Days to cure that Event of Default; or

(iii) in the case of a Non-Financial Default that is not capable of remedy, 21 Business Days to:

(A) take the steps and do the things that the Non-Defaulting Party, acting reasonably, requires to ensure that the Event of Default will not be repeated; and

(B) pay the Non-Defaulting Party the sum, if any, that the Non-Defaulting Party reasonably determines is required to compensate the Non-Defaulting Party for the Event of Default and its consequences.

(c) Each of the periods in paragraphs (b)(i), (b)(ii) and (b)(iii) is a **Cure Period**.

(d) During the applicable Cure Period, the Defaulting Party must:

(i) where either paragraph (b)(i) or paragraph (b)(ii) applies, diligently seek to remedy the relevant Event of Default; or

(ii) where paragraph (b)(iii) applies, take the steps described in paragraph (b)(iii),

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and (in respect of Non-Financial Defaults) must keep the Non-Defaulting Party informed on a regular basis (and at least weekly) of the progress of the Defaulting Party in doing so.

20.3 Remedies

If:

(a) an Event of Default to which either paragraph 20.2(b)(i) or paragraph 20.2(b)(ii) applies is not cured within the applicable Cure Period; or

(b) the Defaulting Party does not comply with paragraph 20.2(b)(iii) within the applicable Cure Period,

the Defaulting Party shall be deemed to have repudiated its obligations under this Agreement and the Non-Defaulting Party may by notice in writing to the Defaulting Party (without prejudice to any of its other rights under this Agreement or at Law) exercise any or any combination of the following remedies:

(c) terminate this Agreement; or

(d) (without limiting clause 2.1(b)) suspend the obligations of the Non-Defaulting Party under this Agreement until the Event of Default is cured or the Defaulting Party has complied with paragraph 20.2(b)(iii), as applicable, or the Non-Defaulting Party gives notice to the Defaulting Party electing to terminate this Agreement, without prejudice to any right to damages; or

(e) sue the Defaulting Party for damages for that Event of Default and exercise any other available legal and equitable remedies (other than in respect of damages) including suing for specific performance, injunctive ruling or any other relief that it considers appropriate.

20.4 Effect of termination

Termination of this Agreement pursuant to the provisions of this clause 20 will not affect any rights or obligations which may have accrued prior to termination, including in respect of any prior breach.

21. Billing and payment

21.1 Billing

(a) From the commencement of the Term, on or before the Invoice Date APA will render a valid tax invoice to Shipper for:

(i) any charges for services under this Agreement incurred in or in respect of the preceding Month; and

(ii) any other amounts payable by Shipper to APA under this Agreement (including, without limitation, APA's costs in acquiring quantities of Gas in order to correct an Imbalance).

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(b) APA must, when forwarding a valid tax invoice to Shipper, enclose a statement showing:

(i) the quantity of Gas delivered to or for the account of Shipper under the Firm Service and the Interruptible Service (as applicable) for each Day during the Month;

(ii) any Imbalances, including Parking Imbalances and Loan Imbalances, for each Day during the Month;

(iii) any Overrun Quantities for each Day during the Month;

(iv) Shipper's share of the costs of any Specific Imposts incurred during the Month; and

(v) any other information which APA considers appropriate.

(c) Within 30 Days of Shipper receiving the tax invoice and statement under paragraphs (a) and (b), Shipper may request, and APA must provide to Shipper within a reasonable time of the request, any information reasonably requested by Shipper in relation to the amounts set out in a tax invoice or the quantities set out in a statement. For the sake of clarification, a request made under this clause will not justify any delay in payment under clause 21.2.

(d) When information necessary for billing purposes is in the control of Shipper, Shipper must furnish that information to APA not more than five Days after the end of the relevant Month.

21.2 Payment

(a) Shipper must pay APA the amounts set out in clause 21.1(a) by the Payment Date.

(b) Payment must be made in immediately available funds on or before the Payment Date by direct deposit or telegraphic transfer to a bank account designated by APA by notice in writing to Shipper or as otherwise directed by APA to Shipper.

(c) If the Payment Date falls on a Day that is not a Business Day, Shipper's payment must be made on or before the Business Day prior to the Payment Date.

(d) If the Shipper has a bona fide dispute in respect of any tax invoice furnished by APA under this clause, then Shipper must:

(i) notify APA of the nature of the dispute and the amount in dispute; and

(ii) make payment of the amount not in dispute in accordance with clause 21.2(a).

(e) Shipper and APA must, upon request, each furnish to the other copies of all records relevant to the dispute. Any disputed amount which is subsequently found to be payable by or repayable to Shipper will require an Adjustment Note to be issued to Shipper within 28 Days of resolution. This will be due and payable no later than 14 Days after issue of the Adjustment Note together with interest on that amount calculated by multiplying:

SAMPLE

(i) the amount to be paid by Shipper or re-paid to Shipper;

(ii) the ratio of the number of Days from the due date of the payment by Shipper under clause 21.2(a) to the date of actual payment to 365; and

(iii) the Default Rate.

21.3 Failure to pay tax invoice

(a) If Shipper fails to pay the entire invoiced amount by the Payment Date, excluding any amounts withheld pursuant to clause 21.2(d), then Shipper must also pay a charge for late payment which will be included by APA on the next regular Monthly tax invoice rendered to Shipper under this clause 21. That charge for late payment will be determined by multiplying:

(i) the unpaid portion of the invoiced amount;

(ii) the ratio of the number of Days from the due date to the date of actual payment to 365; and

(iii) the Default Rate.

(b) Shipper may set off amounts owing by APA to Shipper but does not have the right to set off any disputed amount against the Minimum Bill portion of subsequent tax invoices.

21.4 Correction of billing errors

(a) Subject to paragraph (b), if an error is discovered in the amount of any tax invoice rendered in accordance with clause 21.1, then APA must adjust for the error on the next tax invoice provided to Shipper after the error is discovered. The adjustment must include interest at the Bank Bill Rate in respect of the amount under-charged or over-charged (as the case may be) for the period from the date on which the erroneous tax invoice was paid to the date upon which the adjustment is made.

(b) Errors discovered more than 12 months after the date of delivery of Gas to which the erroneous tax invoice relates will not be adjusted.

22. Information Interface

22.1 Right of Access

(a) On and from the Commencement Date, APA grants to Shipper a non-exclusive, non-assignable, non-transferable right to access the Information Interface (**Right of Access**) solely for the following purposes:

(i) submitting Nominations under this Agreement;

(ii) submitting or confirming details of Capacity Trades made with other Users; and

(iii) receiving information regarding receipts, delivery, balances and Gas flows under this Agreement.

SAMPLE

(b) The Right of Access may only be exercised on behalf of Shipper by Named Users authorised by APA in writing. Shipper is liable for any loss incurred by APA resulting from the use of the Information Interface by Named Users for other than the purposes in paragraph (a).

(c) The Shipper must not reverse engineer, decompile, disassemble or alter the Information Interface or any source code associated with the Information Interface.

22.2 Control and ownership

The Shipper acknowledges that APA:

(a) retains all ownership and Intellectual Property Rights in the Information Interface, including all copyright in any computer software contained or embodied in the Information Interface;

(b) may monitor the use of the Information Interface by the Shipper; and

(c) may implement changes to the Right of Access and/or Information Interface at any time by giving reasonable prior notice to the Shipper.

22.3 Support services

(a) APA must provide reasonable help desk support to assist the Shipper in operating the Information Interface.

(b) APA has no obligation to install, maintain or provide technical support services in relation to the Information Interface on the Shipper's computer system.

22.4 Parties to co-operate

APA will use its best endeavours to ensure that the Information Interface operates efficiently. However, the Shipper acknowledges that the Information Interface may not function error-free or uninterrupted at all times. APA may nominate temporary alternative arrangements for Nominations if operation of the Information Interface is impaired, and the parties agree to co-operate to ensure that such alternative Nomination arrangements function effectively.

23. Liability and indemnities

23.1 Limits on recovery of Consequential Loss

Subject to clause 23.2(b), to the extent permitted by Law, neither Party is liable to the other Party for Consequential Loss suffered or incurred by the other Party, or for punitive or exemplary damages, arising in respect of this Agreement. This exclusion of liability does not apply in respect of a Party's liability for fraud or Wilful Misconduct.

23.2 Indemnities

(a) Where a Party (**Party A**) is negligent in connection with this Agreement or its subject matter, or is in breach of this Agreement, then:

SAMPLE

(i) where the other Party (**Party B**) sustains or incurs any Direct Loss that arises from a Claim made or brought against Party B by a third party, Party A indemnifies Party B in respect of that Direct Loss. Party A's obligation to indemnify in this clause is reduced to the extent that the relevant Direct Loss is caused or contributed to by Party B's negligence or breach of this Agreement; and

(ii) where Party A sustains or incurs Loss that arises from a Claim made or brought against Party A by a Third Party Claimant of Party B, Party B indemnifies Party A in respect of that Loss which would not have been sustained or incurred by Party A had clauses 23.1 and 23.3 applied.

(b) The exclusion of liability in clause 23.1 does not apply in respect of a Party's liability under paragraph (a)(ii).

23.3 Limitations of liability

(a) Subject to paragraph (b), to the extent permitted by Law, the aggregate liability of APA to Shipper in respect of this Agreement, whether in contract (including this Agreement), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise, is limited to the Liability Cap.

(b) Paragraph (a) does not apply to the extent that Loss sustained or incurred by Shipper is caused or contributed to by APA's Wilful Misconduct or fraud.

(c) To the extent permitted by Law, the limitations of APA's liability under clause 23.1, this clause 23.3 and any statutory limitation or exclusion of liability (including those referred to in clause 23.4):

(i) are to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances; and

(ii) may limit each other.

(d) Nothing in this clause 23 limits or otherwise affects any obligation of Shipper under clause 6 of this Agreement.

23.4 Other Laws

Nothing in this Agreement limits APA's rights under any Laws from time to time which limit or relieve APA's liability to Shipper or any other person.

23.5 Duty to mitigate

Each Party must use reasonable endeavours to mitigate any loss, damage, cost or expense that arises in connection with a breach of this Agreement by, or the negligent acts or omissions under this Agreement of, the other Party.

23.6 Survival

This clause 23 survives the termination or expiry of this Agreement.

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24. Force Majeure Events

24.1 Consequences of Force Majeure Event

(a) Subject to clause 24.2, a Party's obligations under this Agreement:

(i) are suspended during the time, and to the extent, that their performance is prevented, wholly or in part, by a Force Majeure Event; and

(ii) no liability to the other Party accrues for loss or damage of any kind arising out of, or in any way connected with, that non-performance.

(b) Suspension of any obligations pursuant to this clause 24.1 does not:

(i) relieve a Party of its obligation to pay amounts owing to the other Party; or

(ii) affect any obligations which accrue prior to the suspension; or

(iii) (if the Force Majeure Event affects only some obligations of the affected Party) affect any other obligations of the affected Party; or

(iv) relieve Shipper of its obligation to pay the Minimum Bill, the Capacity Charge, the Capacity Trading Participation Charge or the Tolling Charge, subject to clause 6.11.

(c) The period of suspension of any obligations under this clause 24.1 excludes any delay in the performance by the affected Party of those obligations which are attributable to a failure by the affected Party to comply with clause 24.2.

24.2 Mitigation

The affected Party must use reasonable endeavours to avoid or remove the circumstance constituting the Force Majeure Event and to mitigate the effect of the Force Majeure Event, provided that the affected Party has an unfettered discretion in how it deals with any Force Majeure Event that results from a strike, lockout, ban, slowdown or other industrial disturbance. The other Party must cooperate and provide such assistance as the affected Party reasonably requests.

24.3 Notification and diligence

A Party which is, by reason of a Force Majeure Event, unable to fulfil its obligations under this Agreement must:

(a) notify the other Party as soon as possible giving:

(i) reasonably full particulars of the Force Majeure Event and its effect on that Party's ability to fulfil its obligations under the Agreement;

(ii) the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

(iii) the means proposed to be adopted to remedy or abate the Force Majeure Event;

SAMPLE

(b) keep the other Party informed as to progress in terminating or remedying the Force Majeure Event;

(c) resume performance as expeditiously as possible after termination or remedy of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;

(d) notify the other Party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance to occur; and

(e) notify the other Party when resumption of performance occurs.

24.4 Consultation

Following receipt of the notice in clause 24.3, the Parties must consult to assess the Force Majeure Event and any ways in which it might be avoided or its effects mitigated, having regard to each Party's rights and obligations under any relevant agreement to which it is a party.

24.5 Waiver of Force Majeure Event

If a Party gives notice of a Force Majeure Event, that Party may, by giving a further notice to the other Party, waive the operation of this clause 24 in respect of the event or circumstance and the obligations of the Parties under this Agreement resume in full force and effect.

24.6 Liability not relieved

Force Majeure Events do not relieve a Party of liability:

(a) if and to the extent that its negligence, Wilful Misconduct or breach of contract caused or contributed to its failure to perform under this Agreement;

(b) if and to the extent that it fails to use reasonable endeavours to remedy the situation and to remove the event or circumstances giving rise to the Force Majeure Event adequately and promptly; or

(c) to make payments of amounts then due in respect of Gas previously delivered.

24.7 Termination for prolonged Force Majeure Event

If a Party invokes this clause 24 and the same Force Majeure Event prevents or inhibits the performance of any obligation or condition required to be performed under this Agreement for a period of 12 Months then the Parties must consult to decide what action should be taken to carry out the intentions of this Agreement. If the Parties are unable to agree within 7 Days of the expiry of that 12 Month period that the Force Majeure Event can reasonably be resolved, then either Party may terminate this Agreement by giving to the other not less than 2 Months prior written notice to that effect. From the date termination takes effect neither Party is under any further obligation to the other in respect of matters arising after that time.

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25. Contracting capacity of APA

25.1 Capacity

(a) This clause 25 applies if APA Infrastructure Limited ACN 009 666 700 executes this Agreement as the Party identified as APA.

(b) The Parties acknowledge that APA Infrastructure Limited is the ultimate holding company (within the meaning of the Corporations Act) of the owner and operator of the relevant Pipeline.

(c) APA must procure that the owner and operator of the relevant Pipeline provides the Services and fulfils the obligations agreed to be provided and fulfilled by APA under this Agreement.

(d) Except as expressly provided in this Agreement, APA is not an agent of the owner or operator of the relevant Pipeline in entering into or performing this Agreement.

(e) In consideration of APA's obligations under paragraph (c), Shipper must not commence any legal proceedings against the owner or operator of the relevant Pipeline, in any court, tribunal or other body which has jurisdiction, in respect of this Agreement or its subject matter. This paragraph (e) may be pleaded as a bar to any such proceedings.

(f) This clause 25 is for the benefit of APA Entities, including the owner and operator of the relevant Pipeline.

(g) In clause 23.2(a), negligence in connection with this Agreement or its subject matter by an APA Entity will be taken to be that of APA.

25.2 Losses suffered by Related Bodies Corporate

Any loss or damage suffered or incurred by or to a Related Body Corporate of APA that is in respect of Shipper's acts or omissions (including negligence) in connection with this Agreement or its subject matter, is taken to be loss or damage suffered or incurred by or to APA. Without limiting its other rights under this Agreement, APA may recover that loss or damage from Shipper as APA's own loss or damage.

26. Notices

26.1 Service

A notice, demand, consent or other communication other than a Nomination (**Notice**) given or made under this Agreement:

(a) must be in writing and signed by the sender or a person duly authorised by the sender;

(b) must be addressed and delivered to the intended recipient at the address or fax number, or (in respect of, Scheduling, curtailment and invoices only) email address,

SAMPLE

set out in clause 26.2 or the address, fax number or email address (as applicable) last notified by the intended recipient to the sender after the date of this Agreement; and

(c) is duly served, given or made when delivered, received or left at the fax number, address or email address referred to in paragraph (b). If delivery occurs on a day which is not a business day in the place to which the Notice is sent or is later than 4 pm at that place, the Notice is taken to be duly served, given or made at the commencement of business on the next business day in that place.

Normal operating instructions may be given digitally.

26.2 Address for notices

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

26.3 APA's representative

(a) APA may from time to time by notice to Shipper appoint a representative of APA (**Representative**) for the purposes of receiving Nominations, Scheduling quantities of Gas and issuing tax invoices and statements in respect of quantities of Gas to be transported under this Agreement. APA may revoke the Representative's appointment or appoint additional or substitute Representatives at its discretion.

(b) Any notice under this Agreement given by the Representative to Shipper for the purposes referred to in paragraph (a) are binding on APA. However notices, other than Nominations, given by Shipper under this Agreement must be given to APA in order to be validly given.

26.4 Consent to use electronic communications

The Parties consent to the use of electronic communications as a means of communicating about this Agreement and the matters contained within it.

27. Assignment

27.1 Benefit of agreement

This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

27.2 Restrictions on assignment of interests in agreement

(a) A Party must not assign, novate, transfer or otherwise dispose of (in this clause 27.2, "**assign**") the whole or part of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent must not be withheld unreasonably in the case of an assignee that is technically and financially capable of performing the assigned rights and obligations. Any purported dealing in breach of this paragraph (a) is of no effect.

SAMPLE

(b) The execution by the assignee of a covenant to be bound by this Agreement, in a form satisfactory to the non-assigning Party acting reasonably, is a condition precedent to any assignment under paragraph (a).

(c) Nothing in this clause 27.2 prevents a Party from charging, mortgaging or assigning its rights under this Agreement as security for its indebtedness, provided that the chargee, mortgagee or assignee enters into a deed with the non-assigning Party to be bound by this Agreement and the non-assigning Party's costs in respect of the deed are borne by the Party granting security.

(d) Any Change in Control of a Party (**Affected Party**) requires the other Party's prior written consent. Such consent must not be unreasonably withheld, delayed or conditioned, where the Affected Party, immediately after the Change in Control, would have sufficient financial capacity and technical capability to enable the Affected Party to comply with its obligations and meet its liabilities enforceable by the other Party against the Affected Party under this Agreement, which must be determined acting reasonably, having regard to the likelihood of such liabilities arising (including the extent to which such liabilities are contingent upon the occurrence of an event). A Change in Control of an Affected Party which occurs without the prior written consent of the other Party will be deemed to be a Non-Financial Default committed by the Affected Party.

(e) This Agreement does not prohibit or restrict any Change in Control occurring as a result of the transfer, issue, redemption, buyback, cancellation, repurchase or reorganisation of marketable securities in an entity that is listed on a recognised public stock exchange.

27.3 Assignment of contracted capacity

(a) This clause 27.3 applies only if the relevant Pipeline is subject to an Access Arrangement.

(b) Shipper may, without APA's consent, assign, by way of subcontract, all or any of Shipper's contracted capacity under this Agreement to another person (the **third party**) with the following consequences:

(i) Shipper's rights against, and obligations to, APA are (subject to paragraph (ii)) unaffected by the assignment; and

(ii) Shipper must immediately give notice to APA of:

(A) the subcontract and its likely duration; and

(B) the identity of the third party; and

(C) the amount of the contracted capacity assigned and any other details (other than price) reasonably requested by APA.

(c) APA is not under any obligation to Shipper or the third party in respect of an assignment under paragraph (b) unless and until the Shipper notifies APA in accordance with paragraph (b)(ii).

SAMPLE

27.4 Assignment of Base Contract MDQ, Base Contract Pressure MDQ or Contract Parking Allowance

Shipper may, with APA's prior written consent which must not be unreasonably withheld, assign its Base Contract MDQ, Contract Parking Allowance or Base Contract Pressure MDQ, other than an assignment under clause 27.3(b), provided that:

(a) for Base Contract MDQ:

(i) the Base Contract MDQ to be assigned relates to the Receipt Points and Delivery Points or, if different receipt points or delivery points are proposed, the assignee meets APA's reasonable requirements;

(ii) the assignee agrees with any other User using the relevant Receipt Points and Delivery Points to sharing of the use of facilities and any conditions and charges, at no additional cost to APA;

(iii) the assignee confirms in writing that it has made all necessary arrangements with producers of Gas for the assignee, purchasers of Gas from the assignee and any other party relating to that service, including all Gas purchase, Gas sale, operating and multi-party Receipt Point and Delivery Point arrangements; and

(iv) if the assignment of part or all of the Base Contract MDQ to the assignee requires additional facilities at the Receipt Point or Delivery Point, Shipper or the assignee (or both) agree to pay APA for the cost of construction on terms and conditions reasonably determined by APA;

(b) for Contract Parking Allowance, the Contract Parking Allowance relates to the applicable Parking Locations or, if different Parking Locations are proposed, the assignee meets APA's reasonable requirements (including that the assignment for that Parking Location is consistent with preserving the operational integrity of the Pipeline);

(c) for Base Contract Pressure MDQ, the Base Contract Pressure MDQ to be assigned relates to the applicable Compressor or, if a different Compressor is proposed, the assignee meets APA's reasonable requirements (including that the assignment for that Compressor is consistent with preserving the operational integrity of the Pipeline); and

(d) in each case:

(i) APA and the assignee execute a Transportation Agreement acceptable to APA in relation to the Base Contract MDQ, Contract Parking Allowance or Base Contract Pressure MDQ in a form and substance similar to the this Agreement (and which may include adjustments to the assignee's Operational MDQ, Operational Pressure MDQ or Operational Parking Allowance by reason of any Capacity Trade relating to the applicable Contract MDQ, Contract Pressure MDQ or Parking Allowance undertaken by Shipper prior to the assignment);

(ii) Shipper pays APA's reasonable costs and expenses (including, without limitation, legal costs and internal costs) in respect of application for consent (whether or not the assignment proceeds to completion) and any assignment; and

SAMPLE

(iii) Shipper is not in default under this Agreement.

27.5 Capacity Trading

(a) Without limiting this clause 27, Shipper must not buy or sell Operational MDQ Operational Parking Allowance or Operational Pressure MDQ except in accordance with the Capacity Trading Service.

(b) Any purported dealing in breach of this clause 27.5 is of no effect.

27.6 Supplementary Capacity

(a) Shipper may offer to purchase Supplementary Capacity by entering Capacity Trading Details in respect of the offer in the Information Interface or by email to APA in the form approved by APA from time to time. An offer made under this paragraph (a) constitutes an offer by Shipper to acquire Supplementary Capacity on the following basis:

(i) for Short Term Firm MDQ, at the Short Term Capacity Rate;

(ii) for Day Ahead MDQ, at the Day Ahead Capacity Rate;

(iii) for Within Day MDQ, at the Within Day Capacity Rate;

(iv) for Short Term Firm Pressure Service MDQ, at the Short Term Firm Pressure Rate;

(v) for Day Ahead Pressure MDQ, at the Day Ahead Pressure Rate; and

(vi) for Within Day Pressure MDQ, at the Within Day Pressure Rate.

An email offer under this paragraph (a) may only be made by Shipper's Representative or by a person authorised in writing by Shipper's Representative and advised to APA from time to time.

(b) APA may accept Shipper's offer by:

(i) in the case of an offer made by entering Capacity Trading Details in respect of the offer in the Information Interface – confirming, in the Information Interface, the Capacity Trading Details entered by Shipper under paragraph (a); and

(ii) in the case of an offer made by email – confirming APA's acceptance of the offer by return email, effective from the time the email is sent by APA (whether or not it is received by Shipper).

(c) Shipper will be deemed to have made an offer to acquire Within Day MDQ for a Segment for a Day from APA, at the Within Day Capacity Rate, by submitting an Intra-Day Nomination for the Firm Service for a quantity of Gas which exceeds the Operational MDQ for the Segment for the Day. APA will be deemed to have accepted Shipper's offer to the extent that APA Schedules the receipt or delivery of those Nominated quantities of Gas and facilitates the Supplementary Capacity Trade in accordance with clause 2.8(c).

SAMPLE

(d) Supplementary MDQ purchased by Shipper is added to Shipper's Contract MDQ for the relevant Day. Supplementary Pressure Capacity is added to Shipper's Contract Pressure MDQ for the relevant Day.

(e) APA may act in its own interests in deciding whether to accept any offer for Supplementary Capacity by Shipper or any other person.

28. Confidentiality

28.1 Use of information

(a) Subject to clause 28.3, a Party receiving Confidential Information may use it solely for the purposes of performing its obligations under this Agreement or for internal purposes related to the governance of the Party or its Related Bodies Corporate, unless the prior written consent of the other Party is obtained.

(b) Notwithstanding any of its obligations under this clause 28, APA may:

(i) disclose to a Trading Counterparty of Shipper any information, relating to Shipper, which APA reasonably determines that the Trading Counterparty of Shipper needs to know to facilitate Gas Trades between Shipper and that Trading Counterparty;

(ii) disclose to other Capacity Traders any information, relating to Shipper, which APA reasonably determines that the other Capacity Traders needs to know to facilitate Capacity Trades generally; and

(iii) publicly identify Shipper as a party to a Transportation Agreement on the Pipeline.

28.2 Disclosure with consent

(a) Subject to clause 28.3, a Party must not disclose Confidential Information to any third party for any purpose without the prior written consent of the other Party.

(b) Where a Party seeks consent to make a disclosure, it must notify the other Party of the content of the proposed disclosure and the identity of all people to whom it proposes to make the disclosure.

(c) A disclosure proposed to be made in accordance with the consent of the other Party may only be made if all people to whom the disclosure is proposed to be made agree in writing, on terms acceptable to the other Party, to keep the information confidential.

28.3 Disclosure on conditions

A Party may, without obtaining the consent of the other Party, disclose Confidential Information:

(a) to the extent required by Law or lawfully required by an Authority;

(b) to the extent required by any securities commission having jurisdiction over the Party, or by the rules of any stock exchange on which are listed the securities in the capital of the Party or a Related Body Corporate of the Party;

SAMPLE

(c) to the extent that the information is at that time lawfully generally available to the public, other than as a result of a breach of this Agreement;

(d) to the extent required by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration;

(e) to any Related Body Corporate of a Party, provided that the disclosure is for the purpose of this Agreement;

(f) to a bank or other financial institution in connection with the organisation of the Party's financial affairs; and

(g) to its employees, directors, consultants, contractors, lawyers and auditors (including those of its Related Bodies Corporate) for the purposes of this Agreement, the transactions contemplated by this Agreement and the due administration of the Party's business.

28.4 Advance notice of disclosure

A Party must, whenever practicable and permitted by Law, prior to making any disclosure permitted by clauses 28.3(a), 28.3(b) or 28.3(d), advise the other Party of the form and content of the proposed disclosure and must provide the other Party with a reasonable opportunity to comment on the proposed disclosure.

28.5 Confidentiality undertaking

A Party must, prior to making any disclosure permitted by clause 28.3(f) or to any contractor or consultant referred to in clause 28.3(g), require any person to whom it proposes to make the disclosure to enter into a written undertaking, in favour of the Parties and on terms no less stringent than in this clause 28,to keep the information to be disclosed confidential in accordance with this clause 28.

28.6 Continuing obligation

The obligations of confidentiality under this clause 28 survive the termination of this Agreement and continue until the Confidential Information becomes publicly available other than as a result of a breach of this Agreement.

28.7 Assistance in proceedings

A Party receiving Confidential Information under this clause 28 must provide any assistance reasonably requested by the disclosing Party in relation to any proceedings the disclosing Party may take against a third party for unauthorised use, copying or disclosure of the Confidential Information.

29. **Credit support**

(a) If the Details set out Credit Support, Shipper must provide that Credit Support prior to the Commencement Date.

SAMPLE

(b) If APA acting reasonably, determines that a material adverse change has occurred in respect of Shipper which affects Shipper's ability to be able to meet its financial obligations under this Agreement, on a written request from APA, Shipper must procure Credit Support (if Credit Support is not set out in the Details) or additional Credit Support (if Credit Support is set out in the Details) (as applicable) for the benefit of APA. For the purpose of this clause 29, a Shipper which has a credit rating of not less than BBB- issued by Standard & Poor's or not less than Baa3 issued by Moody's or which provides a parent company guarantee satisfactory to APA (acting reasonably) issued by an entity with such credit rating will be considered to be able to meet its financial obligations under this Agreement.

(c) If the Shipper has provided Credit Support, APA may, provided there has been an increase in the Shipper's charges under this Agreement, by written notice to Shipper request that the Shipper provides additional Credit Support.

(d) APA may suspend the provision of services detailed in clause 2.1, without notice or liability to Shipper, where Shipper fails to provide Credit Support (or additional Credit Support as the case may be) satisfactory to APA within 15 Business Days of a written request from APA under this clause 29.

(e) Without limiting APA's other rights under this Agreement or at Law, if Shipper is in breach of this Agreement then APA may have immediate recourse to Credit Support, without notice to Shipper.

(f) If this clause 29 ceases to apply or APA determines that Credit Support is no longer required, it will release it and return it to the Shipper.

30. Regulatory Change

30.1 Negotiations

If a Regulatory Change occurs, the Parties must negotiate in good faith to amend this Agreement in order to:

(a) reasonably accommodate the effects of the Regulatory Change on the provision of Services under this Agreement; and

(b) facilitate the ongoing provision of Services under this Agreement, subject to the accommodation of those effects.

30.2 Interim effect

From the occurrence of a Regulatory Change to the date upon which any amendment under clause 30.1 in respect of the Regulatory Change comes into effect:

(a) nothing in this Agreement obliges APA to provide Services, or provide Services in a manner or upon terms, that would place APA in breach of the Law; and

(b) APA will not be liable to Shipper for any act or omission in breach of this Agreement if the act or omission is required by, or reasonably incidental to ensure APA's compliance with, the Regulatory Change, provided that APA acts in good faith and treats like Users equitably.

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30.3 Reservation

Nothing in this clause 30 affects, or is affected by, clause 6.18.

31. General provisions

31.1 Amendment

(a) This Agreement may be amended only by another agreement executed by all Parties.

(b) Neither this Agreement nor the rates and charges payable under it will be amended as a consequence of the commencement of an Access Arrangement, any variation or revision to an Access Arrangement, or any regulatory tariff determination affecting the relevant Pipeline, whether under the National Gas Law or otherwise.

31.2 Entire agreement

This Agreement:

(a) contains the entire agreement between the Parties with respect to its subject matter as at the date of this Agreement;

(b) sets out the only conduct relied on by the Parties; and

(c) supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

31.3 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

31.4 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that party under this Agreement does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other exercise of it or the exercise of any other power or right under this Agreement. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

31.5 Continuing performance

(a) The obligations contained in this Agreement continue until satisfied in full and do not merge with any action performed or document executed by any Party for the purposes of performance of this Agreement.

(b) Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance, termination or expiry of this Agreement.

SAMPLE

(c) Any indemnity given by any Party under this Agreement:

(i) constitutes a liability of that party separate and independent from any other liability of that Party under this Agreement or any other agreement; and

(ii) survives and continues after performance, termination or expiry of this Agreement.

31.6 Further steps

Each Party must do everything (including executing agreements and documents) necessary or reasonably required by any other Party to give full effect to this Agreement and the transactions contemplated by it.

31.7 Relationship of Parties

(a) No Party is authorised to bind or to make representations on behalf of another Party, or to pledge its credit, except as expressly provided in this Agreement.

(b) Subject to clause 5.3(b) and to any Special Condition which expressly provides so, nothing in this Agreement is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any Parties.

31.8 Third parties

(a) APA enters into this Agreement for itself and for the benefit of its Related Bodies Corporate. Each Related Body Corporate may enforce the rights conferred on it under this Agreement directly against Shipper.

(b) Subject to paragraph (a) and clause 25, this Agreement confers rights only upon a person expressed to be a Party and not upon any other person.

31.9 Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

31.10 Other rights preserved

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

31.11 Governing law and jurisdiction

(a) The Laws of the Jurisdiction govern this Agreement.

(b) The Parties submit to the non-exclusive jurisdiction of the courts of the Jurisdiction and courts of appeal from them for determining any dispute concerning this Agreement.

SAMPLE

(c) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on a Party by being delivered to that Party in accordance with clause 26.

31.12 Attorneys

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

31.13 Counterparts

(a) This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

(b) If this Agreement is signed by any person using an Electronic Signature, the parties:

(i) agree to enter into this Agreement in electronic form;

(ii) consent to either or both parties signing the Agreement using an Electronic Signature; and

(iii) agree a counterpart may be electronic and signed using an Electronic Signature.

(c) Each signatory to this Agreement confirms that their signature appearing in the Agreement through use of an Electronic Signature, including any print-out (irrespective of which party printed it), is their personal signature authenticating this Agreement.

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