

**INDUSTRY-LED ELECTRICITY CONTRACT CO-DESIGN PROCESS
CONFIDENTIALITY DEED POLL**

In favour of **AusEnergy Services Limited** ABN 59 651 198 364 of Level 19, 20 Bond Street, Sydney NSW 2000 (“ASL”)

I, _____, of _____
_____ undertake to ASL that:

Acknowledgements and undertakings

1. Subject to the terms of this Deed Poll, I will keep the Confidential Information confidential at all times.
2. I acknowledge that this Deed Poll is given by me to ASL in consideration for the Confidential Information being made available to me for the Approved Purpose.
3. I will not, without ASL’s prior consent, disclose any Confidential Information other than:
 - (a) to any person within my Organisation, or any contractor to my Organisation, who has a need to access the Confidential Information to support me with the Approved Purpose, provided that I will ensure any such person acknowledges and complies with the provisions of this Deed Poll as if that person were also a party to it;
 - (b) to any person who performs purely administrative tasks and who assists me or any person referred to in paragraph 3(a) with the Approved Purpose, provided that I will ensure any such person acknowledges and complies with the provisions of this Deed Poll as if that person were also a party to it;
 - (c) as required by law, but only to the extent required by law, provided that I will notify ASL of such disclosure to the extent such notification is permitted by law; or
 - (d) to my or my Organisation’s legal advisors, accountants, auditors, financial advisors, insurers, rating agencies and other professional service providers (collectively, “**Professional Advisors**”) solely to the extent necessary for such Professional Advisors to provide services to me or my Organisation in the ordinary course of my or my Organisation’s business, provided that such Professional Advisor is bound by written or professional obligations of confidentiality.
4. If I am uncertain as to whether any information is Confidential Information, I will treat it as Confidential Information, unless ASL advises me to the contrary.

Applicable law

This Deed Poll is governed by the laws of New South Wales. The courts of New South Wales have non-exclusive jurisdiction in relation to this Deed Poll and any matter arising under or in connection with it.

Term

I agree that my obligations under this Deed Poll continue for a period of three (3) years from the date of my execution of this Deed Poll.

Definitions

“**Approved Purpose**” means participation in the Industry-led Electricity Contract Co-Design Process as a member of the Working Group in accordance with the Interim Guidelines and Procedures.

“**Confidential Information**” means any of the following information:

- (a) any advice, support materials, memos, presentations or other information provided either in writing or verbally by legal professionals, whether such legal professionals are external to ASL or internal to ASL, in connection with the Industry-led Electricity Contract Co-Design Process;

- (b) any analysis, support (including modelling) materials, memos, presentations or other information procured by ASL or provided by or on behalf of ASL personnel, including information provided either in writing or verbally in connection with the Industry-led Electricity Contract Co-Design Process;
- (c) any opinions, analysis, or commentary of ASL, whether expressed in writing or verbally, regarding: (i) the Industry-led Electricity Contract Co-Design Process; (ii) the National Electricity Market Wholesale Market Settings Review and the recommendations of the National Electricity Market Wholesale Market Settings Review Panel; (iii) the implementation work conducted by the NEM Review Implementation Taskforce; (iv) any amendments to the National Electricity Law and National Electricity Rules associated with (ii) or (iii) above; or
- (d) information designated as confidential by ASL,

other than any information that is publicly available other than as a result of my breach of this Deed Poll. For the avoidance of doubt, Confidential Information does not include information that is publicly available unless such information is only available publicly as a result of my breach of this Deed Poll.

“Industry-led Electricity Contract Co-Design Process” means the process for defining a small set of core derivative contracts that could underpin trading activities and the National Electricity Market Wholesale Market Settings Review Panel’s proposed the Electricity Services Entry Mechanism (ESEM) and Market Making Obligation (MMO) as described in the Interim Guidelines and Procedures.

“Interim Guidelines and Procedures” means the Industry-led electricity contract co-design - Interim Guidelines and procedures prepared by NEM Review Implementation Taskforce, in consultation with the AER and ASL as published on ASL’s website on the date of this Deed Poll: asl.org.au.

“NEM Review Implementation Taskforce” has the meaning given in the Interim Guidelines and Procedures.

“Organisation” means the organisation that I, in my capacity as a member of the Working Group, represent (if any).

“Working Group” has the meaning given in the Interim Guidelines and Procedures.

EXECUTED as a Deed Poll in the presence of:

Name

Name of witness

Signature

Signature of witness

Date

Date