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1. USER GUIDE

1.1 INTRODUCTION

Jemena owns several gas pipelines that are classified as ‘non-scheme pipelines’ under the National Gas Law (NGL). These are the Eastern Gas Pipeline (EGP), the Queensland Gas Pipeline (QGP), the Darling Downs Pipeline (DDP) the Colongra pipeline and VicHub.

This user guide is intended to help customers through the process of gaining access to these pipelines. In particular, this guide explains:

- who to contact to discuss your access requirements;
- how to make a request for access, including the information you should include to assist us in dealing with your request;
- our process and timeframes for undertaking further investigations regarding your request for access, should these be required (e.g. investigations regarding the technical feasibility of providing access, as requested);
- how we will treat any confidential information that you provide to us;
- the process for negotiating the terms of access; and
- your rights in the event of a dispute regarding the terms of access.

This is intended to be a general guide only. As we understand that all customers have different needs, we encourage you to contact the relevant commercial manager for the pipeline you wish to access, to discuss your specific needs. Contact details for the relevant commercial managers are set out in this guide at page 2.

Jemena is committed to negotiating with our customers in good faith to achieve commercially acceptable outcomes. We endeavour to work with our customers to accommodate all reasonable requests for access and agree on terms that are fair and work for both of us.

Under new changes to the National Gas Rules (NGR), you also have the option of seeking access through a formal negotiation and arbitration process, provided for under the NGR. A number of specific requirements and timeframes apply to this process, which are also described in more detail in this User Guide.

The new and formal process is not mandatory. So while you are free to submit a formal access request at any time, triggering the formal negotiation and arbitration process, we suggest contacting us first to discuss your requirements. In our experience, the best commercial outcomes are usually delivered through open and collaborative relationships, and we are committed to working with you to help meet your service needs without the cost and inconvenience of a regulatory process.

If you would like any further information regarding the process for gaining access, or if you would like to discuss your access needs, please do not hesitate to contact us.

We look forward to working with you.
1.2 JEMENA CONTACTS

Generally, we provide gas transportation services for our pipelines based on standard terms and conditions, covering our existing receipt and delivery points and existing capacity.

However, because each of our customers usually has different needs, we encourage you to discuss your requirements with our commercial team if you are considering seeking access to our pipelines.

Our team members listed in Table 1 below will be able to help you with any preliminary enquiries or access requests in relation to access to our pipelines.

Table: Contact details of our team members

<table>
<thead>
<tr>
<th>Pipeline</th>
<th>Service Provider</th>
<th>Officer of the Service Provider</th>
</tr>
</thead>
</table>
| Eastern Gas Pipeline| Jemena Eastern Gas Pipeline (1) Pty Ltd and Jemena Eastern Gas Pipeline (2) Pty Ltd (acting jointly) | Andrew Zancanaro  
Commercial Manager – EGP & NGP  
Ph: 03 9173 7835  
Fax: (02) 9867 7455  
E: pipelines.commercial@jemena.com.au  
Address: Level 16, 567 Collins Street, Melbourne, Vic, 3000  
Website: https://jemena.com.au |
| VicHub              | Jemena VicHub Pipeline Pty Ltd                                                   | Andrew Zancanaro  
Commercial Manager – EGP & NGP  
Ph: 03 9173 7835  
Fax: (02) 9867 7455  
E: pipelines.commercial@jemena.com.au  
Address: Level 16, 567 Collins Street, Melbourne, Vic, 3000  
Website: https://jemena.com.au |
| Colongra | Jemena Colongra Pty Ltd | Andrew Zancanaro  
Commercial Manager – EGP & NGP  
Ph: 03 9173 7835  
Fax: (02) 9867 7455  
E: pipelines.commercial@jemena.com.au  
Address: Level 16, 567 Collins Street, Melbourne, Vic, 3000  
Website: https://jemena.com.au |
|---|---|---|
| Queensland Gas Pipeline | Jemena Queensland Gas Pipeline (1) Pty Ltd and Jemena Queensland Gas Pipeline (2) Pty Ltd (acting jointly) | Nerise Cook  
Commercial Manager Queensland Pipelines  
Ph: 03 9173 8437  
Fax: (03) 9173 7515  
E: pipelines.commercial@jemena.com.au  
Address: Level 16, 567 Collins Street, Melbourne, Vic, 3000  
Website: https://jemena.com.au |
| Darling Downs Pipeline | Jemena Darling Downs Pipeline (1) Pty Ltd  
Jemena Darling Downs Pipeline (2) Pty Ltd*  
Jemena Darling Downs Pipeline (3) Pty Ltd*  
[* These companies separately hold the three licences which comprise the Darling Downs Pipeline system. All enquiries should be directed to Jemena Darling Downs Pipeline (1) Pty Ltd in the first instance] | Nerise Cook  
Commercial Manager Queensland Pipelines  
Ph: 03 9173 8437  
Fax: (03) 9173 7515  
E: pipelines.commercial@jemena.com.au  
Address: Level 16, 567 Collins Street, Melbourne, Vic, 3000  
Website: https://jemena.com.au |
You are entitled to make an access request under Part 23 of the NGR by submitting a completed Jemena Transmission Pipelines Access Request Form (Access Request Form) by email to access.request@jemena.com.au. For your information, we have included an example of the Access Request Form as Attachment C to this guide. However, you can access an electronic soft-copy version of the Access Request Form by emailing: access.request@jemena.com.au. If you have any queries regarding the Access Request Form, please feel free to contact the relevant Jemena team member listed in Table 1 above.

1.3 HOW TO REQUEST ACCESS FOR OUR SERVICES

Prospective users have a number of options when seeking access to services on one of our pipelines. A snapshot of these options is provided in Figure 1, on the following page.

As Figure 1 indicates, we generally encourage prospective customers to make a preliminary enquiry with us, in the first instance, so that we can understand your needs and discuss your options and what services and terms are available.

We prefer to engage commercially with you to try to agree how to meet your service requirements, because this offers us both more flexibility. However, at any time, you are free to refer your request to the negotiation and dispute process described in Part 23 of the National Gas Rules by lodging a formal access request with us.

A more detailed outline of the process and requirements associated with the Part 23 access request and negotiation arrangements is set out in section 1.5 of this User Guide.
At any time you can trigger the formal process under the NGR by giving us an access request, in the form set out in this Guide (or as updated from time to time).

This process is flexible and is not bound by the formal information requirements or timeframes governing the NGR process. However, you remain free to lodge a formal access request at any time.

Our preferred approach is to work with you to develop a solution without the cost and formality of the NGR negotiation and dispute process. We are pleased to work commercially with you to try to identify an outcome that meets your requirements.

This process is flexible and is not bound by the formal information requirements or timeframes governing the NGR process.

At any time during negotiations, either of us can refer the matter to an expert arbitrator as a dispute. Prior to doing this, certain minimum information needs to be shared.

The arbitrator will make a determination that is binding upon Jemena.
We have expanded on the process relating to preliminary enquiries, access requests, access offers, negotiations and access disputes in Tables 2 to 6 below.

### Table 1: Preliminary Enquiries

<table>
<thead>
<tr>
<th>Step</th>
<th>Sub step</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Enquiry</td>
<td>Preliminary discussions</td>
<td>Send an email to us at <a href="mailto:pipelines.commercial@jemena.com.au">pipelines.commercial@jemena.com.au</a> to submit a preliminary enquiry (alternatively, you can fax / post your enquiry to the relevant Jemena team member listed in Table 1 above).</td>
<td>Date A, which is the date on which you submit a preliminary enquiry to us.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sending us a preliminary enquiry can help you gather additional information about our pipelines and decide whether you wish to complete an Access Request Form or enter negotiations for access to our pipelines.</td>
<td>As soon as practicable after Date A.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will promptly respond to your preliminary enquiry by indicating whether further investigation is needed to assess your enquiry or whether any feasibility studies need to be undertaken. We may also inform you of any reasonable costs that you may need to pay for any investigations we undertake and the timeframes for those investigations (we will not undertake these investigations without first agreeing these matters with you).</td>
<td></td>
</tr>
</tbody>
</table>

### Table 2: Access Requests

<table>
<thead>
<tr>
<th>Step</th>
<th>Sub step</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Request</td>
<td>Complete our Access Request Form</td>
<td>You can access an electronic soft-copy version of the Access Request Form by emailing: <a href="mailto:access.request@jemena.com.au">access.request@jemena.com.au</a>. You will need to populate the fields in the Access Request Form with your contact details and some details relevant to your request (including the name of the pipeline you are seeking access to, the service type, receipt and delivery point information, the quantities sought, your credit standing and other technical information. For a more detailed description of the information to be included in the Access Request Form, see the version of the form included at Attachment C to this guide.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit completed Access Request Form to us</td>
<td>Send your completed Access Request Form by email to: <a href="mailto:access.request@jemena.com.au">access.request@jemena.com.au</a> (alternatively, you can fax / post it to the relevant Jemena team member listed in Table 1 above).</td>
<td>Date B, which is the date on which you submit a completed Access Request Form to us.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will look at the Access Request Form you sent to us and decide whether it is complete, incomplete, or complete but requiring further investigation (more on each of these below).</td>
<td>Date B + 5 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Your Access Request Form is If your Access Request Form is incomplete, we will let you know and inform you of what further information is required.</td>
<td>Date B + 5 business days.</td>
</tr>
<tr>
<td>Step</td>
<td>Sub step</td>
<td>Task</td>
<td>Timeframe</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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</tr>
<tr>
<td></td>
<td>incomplete and further information is required (Type 1 Request)</td>
<td>You will then need to send us a revised Access Request Form which contains the requested further information. As with the original form, please send the revised Access Request Form by email to: <a href="mailto:access.request@jemena.com.au">access.request@jemena.com.au</a> (alternatively, you can fax / post it to the relevant Jemena team member listed in Table 1 above).</td>
<td>The clock resets when you submit a revised Access Request Form. The process restarts at Date C, which is the date on which you submit a revised Access Request Form to us.</td>
</tr>
<tr>
<td></td>
<td>Your Access Request Form is complete (Type 2 Request)</td>
<td>If your Access Request Form is complete, we will let you know.</td>
<td>Date B + 5 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will then start developing an Access Offer (more on this at Table 4 below).</td>
<td>Date B + 20 business days.</td>
</tr>
<tr>
<td></td>
<td>Your Access Request Form is complete but further investigations are required (Type 3 Request)</td>
<td>If your Access Request Form is complete but further investigations are required, we will let you know that we need to undertake further investigations in relation to your Access Request Form.</td>
<td>Date B + 5 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will inform you of what further investigations are required.</td>
<td>Date B +10 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will contact you to discuss the terms and conditions on which the further investigations are to be carried out. This may include agreeing on the reasonable costs you may need to pay for us to undertake the further investigations and any reasonable extension of the timeframes that may be needed to enable the further investigations to be completed (we will not undertake these further investigations without first agreeing these matters with you).</td>
<td>As soon as practicable after Date B +10 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will then start developing an Access Offer (more on this at Table 4 below).</td>
<td>Date B + 60 business days (unless we agree to extend this period with you).</td>
</tr>
<tr>
<td></td>
<td>You wish to amend your Access Request Form with our consent (Type 4 Request)</td>
<td>If, after submitting your Access Request Form, you wish to amend it with our consent, please send us your amended Access Request Form by email to: <a href="mailto:access.request@jemena.com.au">access.request@jemena.com.au</a> (alternatively, you can fax / post it to the relevant Jemena team member listed in Table 1 above).</td>
<td>Date D, which is the date on which you submit your amended Access Request Form to us.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will then assess your amended Access Request Form and revert to you to discuss a reasonable extension of the timeframes for us to respond to your revised Access Request Form with an Access Offer.</td>
<td>Date D + 5 business days.</td>
</tr>
<tr>
<td>Step</td>
<td>Sub step</td>
<td>Task</td>
<td>Timeframe</td>
</tr>
<tr>
<td>------</td>
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<td>-----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will then start developing an Access Offer (more on this at Table 4 below).</td>
<td>Date D + 20 business days (unless an extended period is agreed between the parties).</td>
</tr>
</tbody>
</table>

**Table 3: Access Offers**

<table>
<thead>
<tr>
<th>Step</th>
<th>Sub step</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Access Offer</td>
<td>We make you an Access Offer (most likely in the form of a proposed Gas Transportation Agreement (GTA))</td>
<td>Date B + 20 business days for Type 2 Requests</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We will make you an Access Offer. It will:</td>
<td>Date C + 20 business days for Type 1 Requests</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- set out the price and other terms and conditions on which we offer to make the pipeline service you requested (in the Access Request Form) available to you;</td>
<td>Date B + 60 business days for Type 3 Requests (unless we agree to extend this period with you).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- contain the details of any works to be undertaken by you or us and any applicable technical and performance specifications; and</td>
<td>Date D + 20 business days (unless we agree to extend this period with you).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- be in a form capable of acceptance by you so as to constitute a new access contract or form part of an existing access contract.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>You decide to accept our Access Offer</td>
<td>You may accept our Access Offer, and we may agree to execute the proposed GTA.</td>
<td>Our Access Offer will be valid for up to 30 business days.</td>
</tr>
<tr>
<td></td>
<td>If there is no need for Access Offer in the circumstances</td>
<td>There may be some circumstances in which we may not need to make an Access Offer. These circumstances include:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) If you decide to withdraw your Access Request Form;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) If we come to the conclusion that it is not technically feasible or consistent with the safe and reliable operation of the relevant pipeline to provide the pipeline service requested by you (having used all our reasonable efforts to accommodate your reasonable requirements); or</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) If we would need to extend the relevant pipeline in order to provide the pipeline service requested by you.</td>
<td></td>
</tr>
</tbody>
</table>

**Table 4: Negotiations**

<table>
<thead>
<tr>
<th>Step</th>
<th>Sub step</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>You do not accept our Access Offer and we enter into negotiations</td>
<td>If you do not wish to accept our Access Offer and instead wish to enter negotiations regarding access to our pipelines, you will need to notify us of this by contacting the representative nominated by us in the GTA or sending an email to: <a href="mailto:access.request@jemena.com.au">access.request@jemena.com.au</a>.</td>
<td></td>
</tr>
<tr>
<td>Step</td>
<td>Sub step</td>
<td>Task</td>
<td>Timeframe</td>
</tr>
<tr>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Negotiations | You request further information as a basis for the negotiations with us¹ | Once we enter negotiations, you may request further information from us, being:  
- information about the method used to determine the price in an access offer and the inputs used in the calculation of the price; and  
- information regarding the costs associated with the provision of the pipeline services sought by the prospective user (Access Offer Information). | Date E, which is the date on which you submit your request for Access Offer Information.  

We will provide you with the Access Offer Information.  

Date E + 15 business days.  

Once we enter negotiations, either of us may request further information from the other, being:  
- Access Offer Information of the other party; and  
- information that the other party may seek to rely on for the determination of an Access Dispute in relation to the subject matter of the negotiations, including information prepared for that party such as expert reports and consultant reports, data sets, models and other documents or materials (Access Negotiation Information). | Date F, which is the date on which either of us submits a request to the other for Access Negotiation Information.  

We will provide one another with the requested Access Negotiation Information.  

Date F + 15 business days.  

Once we enter negotiations, either of us may request all Access Negotiation Information from the other. | Date F, which is the date on which either of us submits a request to the other for all Access Negotiation Information.  

We will provide one another with all Access Negotiation Information, as requested.  

Date F + 15 business days.  

During negotiations, we may decide to update the Access Offer (and proposed GTA) we previously sent to you. |  

You may decide to accept our updated Access Offer, and we may agree to execute a proposed GTA. | Within the period during which the Access Offer is valid. |

¹ We note that clause 562(8) of the NGR provides that information does not need to be provided if it would breach a confidentiality obligation owed to unrelated third parties where the third party has not given consent to the disclosure (despite reasonable efforts having been made to obtain that consent).
### Table 5: Access Disputes

<table>
<thead>
<tr>
<th>Step</th>
<th>Sub step</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Dispute</td>
<td>You lodge an Access Dispute notice to the AER</td>
<td>Either of us may decide to submit an Access Dispute notice to the scheme administrator (AER) (accompanied by the applicable fee, if any).</td>
<td>Date G, which is the date on which either of us submits an Access Dispute notice to the AER. This Date G must be over 15 business days after Date F above (i.e. the date on which the party submitted a request to the other for all Access Negotiation information).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The AER will then invite each of us to nominate at least two arbitrators to be appointed to determine the Access Dispute.</td>
<td>Date G + 5 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>We may agree to appoint at least two arbitrators to determine the Access Dispute.</td>
<td>Date G + 10 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If we do agree to appoint at least two arbitrators to determine the Access Dispute, the AER will appoint those arbitrators.</td>
<td>Date G + 15 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If we do not agree to appoint at least two arbitrators to determine the Access Dispute, the AER will select the arbitrators to determine the Access Dispute.</td>
<td>Date G + 15 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The AER will then refer the Access Dispute to arbitration.</td>
<td>Date G + 15 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The arbitrators will, as soon as practicable after appointment and after consultation with the parties to the Access Dispute, notify each of us of the procedures and timetable which will apply to the arbitration.</td>
<td>As soon as practicable after the arbitrators’ appointment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The arbitrators will then ask each of us to provide a statement which:</td>
<td>Date G + 25 business days.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- lists the Access Negotiation Information we provided to each other during negotiations (if any) before the Access Dispute notice was submitted; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- identifies, with reasonable particularity, any Access Negotiation Information which we may be seeking leave to submit and rely on in the arbitration but which was not provided by either of us to the other (after having been requested) before the Access Dispute notice was submitted (First Statement).</td>
<td></td>
</tr>
</tbody>
</table>
The arbitrators will also ask each of us to provide a statement setting out the access determination we think the AER should make (Second Statement).

<table>
<thead>
<tr>
<th>Step</th>
<th>Sub step</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>The arbitrators will also ask each of us to provide a statement setting out the access determination we think the AER should make (Second Statement).</td>
<td>Date G + 30 business days.</td>
</tr>
</tbody>
</table>
|      |          | Each of us will then have an opportunity to provide our responses to the other’s First and Second Statements. | Date G + 25 business days + period of time determined by the arbitrator (for the First Statement).  
Date G + 30 business days + period of time determined by the arbitrator (for the Second Statement). |
|      |          | The arbitrators will then make an interim access determination. | The timeframe for this will be determined by the arbitrators. |
|      |          | The arbitrators will then make a final access determination. | Date G + 65 business days; or  
Date G + 105 business days (if we so agree to this timeframe with you). This timeframe will not take into account the number of days allowed by the arbitrators for an independent expert to be prepared or for a party to prepare Access Negotiation Information that were not provided during negotiations. |
|      |          | You may notify us that you wish to give effect to the arbitrators’ final access determination. | 10 business days after the access determination is made. |

A more detailed outline of each of the phases outlined in Tables 2 to 6 above is provided in the sections below.

1.4 INFORMATION MADE AVAILABLE BY JEMENA

Under Part 23 of the NGR, we are required to make available on our website information which will enable you to determine the services you may seek from us, including the standard terms and conditions that we offer (including an indication of the likely price of our services).

This information is available at https://jemena.com.au/ and includes:
• Service and access information, covering information about the physical configuration of the pipeline (nameplate rating, receipt and delivery points, maps, queueing etc.), the services offered and priority ranking, available capacity and use of the service (NGR rule 553), including:
  - pipeline information and pipeline service information no later than 20 days after the application date; and
  - service usage information by the last business day of each month.

• Standing terms for each pipeline service currently offered for sale including the standing price, other terms and conditions for each pipeline service, and the methodology used to calculate the standing price (NGR rule 554) no later than 20 days after the application date;

• Annual financial information reporting requirements (financial statements; methods, principles and inputs used to calculate asset values, depreciation, cost allocation; and financial performance metrics) and weighted average price paid by users and the methodology used to calculate it. The financial information is to be published annually in accordance with the AER’s financial reporting guideline (NGR rule 555) and annually no later than within four months of the financial year (being 31 October for Jemena);

• Weighted average price information (NGR rule 556) annually no later than within four months of the financial year (being 31 October for Jemena);

• Monthly reporting requirements for forecast service availability (monthly firm capacity available for sale or will have available for sale for the next 36 months, and information about matters expected to affect the capacity of the pipeline (including any planned expansions of the capacity) for each month for next 12 months) and service usage for the prior month (metered and scheduled injections and withdrawals, scheduled quantities attributable to each pipeline service).

To facilitate high quality and up-to-date information provision, we update this information regularly (within 20 business days of any change).

1.5 IN DETAIL: HOW TO ACCESS OUR SERVICES

1.5.1 PRELIMINARY ENQUIRIES

We encourage you to make informal enquiries with prior to sending us an Access Request Form.

In particular, if you are seeking a service that we currently do not offer, preliminary discussions will assist you in preparing a complete Access Request Form that adequately complies with the requirements of the NGR. Such preliminary discussions would also assist us in understanding the service you are seeking and making an Access Offer promptly.

Preliminary enquiries relating to access to our pipelines can be sent to the relevant Jemena representative listed in Table 1 above.

1.5.2 ACCESS REQUEST

You may submit an access request for our pipeline services by completing the Access Request Form and sending it to access.request@jemena.com.au (alternatively, you can fax / post it to the relevant Jemena team member listed in Table 1 above). As an example we have included the current version of the Access Request Form at Attachment C to this guide, however, you can access an electronic soft-copy version of the Access Request Form by emailing: access.request@jemena.com.au. If you are unsure of how to complete the Access Request Form, please contact the relevant Jemena representative listed in Table 1 above.
Confidential information provided by you in this process will be treated as confidential and not shared with any other party without your express consent.

Within five business days of receiving your Access Request Form, we will inform you whether it is complete, or whether we need to undertake further investigations. Unfortunately, if an Access Request Form does not meet the information requirements set out in the form, we will not be able to respond to it adequately (with, for instance, an Access Offer). If this is the case, we will notify you of what the missing information requirements are, and whether further investigations are required. If required, we are also happy to meet with you to discuss the reasons for our assessment and the further information or investigations that may be required.

Once you submit a revised Access Request Form to us containing the missing information, we will reassess it against the information requirements set out in the form.

If further investigations are required, we will inform you of the scope and timeframes of those investigations within ten business days of receiving the Access Request Form. We will discuss our proposed scope and timing for the investigations with you, along with our reasons for considering investigations necessary. Each of us have a duty under section 216G of the NGL to negotiate in good faith on the terms and conditions of the further investigations (such as in relation to who will pay the expected costs of the further investigations and the timeframes for those investigations).

If at any time you wish to amend your submitted Access Request Form, please let us know as soon as possible. You will need to specify the reasons for the amendment and the implications of the amendment on the timeframes for us responding to your revised Access Request Form. We will assess the revised Access Request Form and contact you to reach an agreement regarding an extension to the period for us to respond to you with an Access Offer.

1.5.3 MAKING AN ACCESS OFFER

Our Access Offer will include:

- The service(s) we are offering and whether it is consistent with those requested by you;
- The price for those service(s);
- Terms and conditions based on our standard terms and conditions; and
- Any negotiated outcomes particular to the service(s) sought by you.

Generally, our Access Offer will be made using our standard terms and conditions set out in the GTA. A copy of these can be found on Jemena’s website https://jemena.com.au.

An Access Offer that we make will be valid for 30 business days. However, after the Access Offer expires, you may wish to request an extension from us (we retain full discretion to decide whether to extend the expiry date of an Access Offer).

1.5.4 ACCEPTANCE OF ACCESS OFFER

You can accept an Access Offer made to you by us by notifying the relevant Jemena representative nominated in the GTA or listed in Table 1 of your acceptance. Typically, you will then need to arrange for one of your authorised representatives to sign and return to us the required number of original copies of the GTAs provided with the Access Offer (one for each of the contracting parties). The signed original copies will then need to be sent to the relevant Jemena representative listed in Table 1. Upon receipt of the required documents, our nominated representative will sign and return an original copy of the GTA to you. Where the GTA allows for the
exchange of counterparts, identical copies may need to be executed to complete the execution process (all of the identical copies, taken together, will be considered to be one instrument).

1.5.5 NEGOTIATION

Once we have made you an Access Offer, you may either accept it or choose to enter into negotiations with us on the terms and conditions of our proposed GTA. We note that you have a right to refer an Access Dispute to arbitration under section 216J of the NGL at any time.

If you wish to enter negotiations, you will need to notify us of this by contacting the representative nominated by us in the GTA or sending an email to: access.request@jemena.com.au. Upon receipt of a request to negotiate, we will make our best efforts to meet with you and come to an agreement regarding the process for negotiation.

You may request any Access Offer Information you consider necessary for negotiations. As above, please contact the representative nominated by us in the GTA or send an email to: access.request@jemena.com.au to notify us of the details of your request for Access Offer Information.

Under Part 23 of the NGR, Access Offer Information is stated to be information:

- about the method used to determine the price in an access offer and the inputs used in the calculation of the price; and
- regarding the costs associated with the provision of the pipeline services sought by the prospective user.

We will comply with reasonable requests for Access Offer Information within 15 business days of the date you submit the request to our representative (or any longer period agreed with you).

Once we enter negotiations, either of us may request Access Negotiation Information from the other. Under Part 23 of the NGR, Access Negotiation Information is stated to include the following information of the party to the negotiations from which information is sought:

- Access Offer Information; and
- any other information that the party may seek to rely on for the determination of an access dispute in relation to the subject matter of the negotiations,

  including information prepared for the party such as expert reports and consultant reports, data sets, models and other documents or materials.

At any time during the course of negotiations, either of us may also request all Access Negotiation Information from the other.

Each of us is obliged to comply with reasonable requests for Access Negotiation Information within 15 business days of the date of submitting the request to the other (or any longer period agreed between us).

Any information provided to another party during negotiations will be treated as confidential and subject to the terms of the signed Confidentiality Agreement that accompanies the completed Access Request Form. A version of the Confidentiality Agreement is provided at Attachment A to this guide. Each of us is obliged to only use or reproduce confidential information of another party for the purpose for which it was disclosed and we must not disclose the confidential information except:

- to the scheme administrator (the AER) in an Access Dispute notice;
- to the arbitrator in the course of an arbitration;
with the consent of the other party;

to a professional or other adviser of the party who agrees with the party to maintain the confidentiality of the confidential information;

if it is required by, or necessary for the purposes of, the NGR or the NGL;

if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or

if the disclosure is authorised or required by a law of a participating jurisdiction or required by a competent regulatory body, and the person making the disclosure gives written details of the disclosure (including an explanation of the reasons for the disclosure) to the other party.

During negotiations, each of us must:

• negotiate in good faith pursuant to section 216G of the NGL;

• seek to accommodate all reasonable requirements of the other parties to the negotiations regarding the timetable for negotiations (subject to key staff availability); and

• use reasonable endeavours to identify any other person who may become a party to an access dispute relating to the pipeline service the subject of the negotiations.

During negotiations, each of us is also entitled to submit an Access Dispute to arbitration (although this can be done no earlier than 15 business days after a notice requesting all the Access Negotiation Information of another party is submitted).

At any time during negotiations you may wish to accept our proposed GTA if it is still valid (that is, within 30 business days of the Access Offer being made). You may at any time by notice to us bring negotiations to an end, whether or not you also refer or have referred a related Access Dispute to arbitration.

1.5.6 ARBITRATION

No earlier than 15 business days after a notice requesting all the Access Negotiation Information of another party is submitted, either of us may submit an Access Dispute notice to the scheme administrator (the AER) accompanied by the applicable fee (if any).

An Access Dispute notice can be sent to the AER by email at: AERschemeadministrator@aer.gov.au.

The Access Dispute notice must be in writing and state:

• the pipeline service to which the Access Dispute notice relates and, if applicable, the relevant Access Request Form and the Access Offer (as set out in our proposed GTA);

• the matters (if any) on which agreement has been reached between the parties to the Access Dispute and the matters that are in dispute;

• the name and address of the person giving the Access Dispute notice and of each other party involved in the Access Dispute; and

• if the person giving the Access Dispute notice reasonably believes another person may be joined as a party to the Access Dispute under section 216I of the NGL, the name and address of that person.
While there is no prescribed form, the AER’s suggested format for providing the Access Dispute notice is set out in Attachment B. If the materials included with the notice are lengthy (such as draft forms of agreement) then attachments (with an index) should be used.

1.6 ATTACHMENTS

Attachment A | Confidentiality Agreement
Attachment B | AER form of access dispute
Attachment C | Access Request Form
Attachment A | Confidentiality Agreement
Confidentiality Agreement
(Two Way)

<Insert name of Party2>
(ABN <insert ABN>)

<Insert name of Jemena entity>
(ABN <insert ABN>)
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CONFIDENTIALITY AGREEMENT

This Agreement is made this <insert day> day of <insert month> 20<insert year>

PARTIES

<Insert name of Jemena Entity> (ABN ) of <insert address> (Jemena)

AND

<Insert name of Party2> (ABN <insert ABN>) of <insert address>

RECITALS

A. The Discloser may provide to the Recipient or the Recipient may otherwise have access to, or become aware of, Confidential Information belonging to, or in the possession of the Discloser in the conjunction with the Project.

B. The Discloser requires, and the Recipient agrees, to use the Confidential Information only for the Permitted Purpose and to keep it confidential on the terms of this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, unless the context otherwise requires:

Agreement means this document as amended from time to time and each schedule or annexure to it.

Authorised Person means any officer, employee, agent or legal, financial or other professional adviser of the Recipient and in the case of Jemena, each Related Body Corporate of Jemena and the shareholders of SGSP (Australia) Assets Pty Ltd (ABN 60 126 327 624).

Business Day means any day other than a Saturday, Sunday or public holiday in <Melbourne, Victoria/Sydney, New South Wales>.

Confidential Information means information of any kind in any form or medium, whether formal or informal, written or unwritten, such as computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology, trade secrets, financial and business affairs, existing or potential customers, strategies, practices, procedures or similar information and all other commercially sensitive or valuable information of the Discloser which is:

(a) by its nature confidential;
(b) is communicated by the Discloser as confidential; or
(c) the Recipient knows or ought to know is confidential,

whether given by the Discloser or a Related Body Corporate of the Discloser to the Recipient, obtained by the Recipient from the Discloser or a Related Body Corporate of the Discloser or the Recipient has access to, or becomes aware of, the information belonging to, or in the
Confidentiality Agreement

possession of, the Discloser or a Related Body Corporate of the Discloser in conjunction with the Project, directly or indirectly, before or after the date of this Agreement, but excludes information which the Recipient can establish was:

(d) in or enters the public domain other than through a breach of any obligation of confidence owed by the Recipient to the Discloser;

(e) made available to the Recipient by a third party who has no obligation of confidence to the Discloser in relation to the information; or

(f) independently developed by the Recipient without the Recipient relying on, referring to or incorporating any of the Confidential Information.

Discloser means the Party and in the case of Jemena includes any of its Related Bodies Corporate, which discloses information to a Recipient including, but not limited to, Confidential Information.

Permitted Purpose means <insert>.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Laws means the Privacy Act 1988 (Cth) and any other legally binding requirement under Australian law, industry code, policy or statement relating to the handling of Personal Information.

Project means <insert>.

Recipient means the party that receives information from the Discloser, or a representative of the Discloser including, but not limited to, Confidential Information.

Records means records (including all copies) in any form or media (whether or not visible) that contain, refer to, or are based on any Confidential Information or any analysis of it.

Related Body Corporate has the meaning set out in section 50 of the Corporations Act 2001 (Cth).

1.2 Interpretation

(a) In this Agreement, unless the context otherwise requires:

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

(ii) reference to legislation (including any subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(iii) reference to a document, deed or agreement, or a provision of a document or agreement is to that document, deed, agreement or provision as amended, supplemented, replaced or novated;

(iv) reference to a party to this Agreement or to any other document or agreement includes that party’s personal representatives, successors or permitted assigns;

(v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law to that person;
Confidentiality Agreement

(vi) a singular word includes the plural and vice versa;
(vii) to one gender includes every other gender;
(viii) where a word or phrase is defined, each reference or any other grammatical form in this Agreement has the corresponding meaning;
(ix) where an example is given (including, but not limited to, a right, obligation or concept), such as the use of the word including, the example does not limit the scope;
(x) a reference to the word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing; and
(xi) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them jointly and severally.

(b) No rule of construction applies to the disadvantage of a party on the basis that that party put forward the Agreement or any part of it.

2. RECIPIENT’S CONFIDENTIALITY ACKNOWLEDGEMENTS

2.1 Use and confidentiality

The parties each acknowledge and agree that, in consideration of the mutual promises given in this Agreement:

(a) the Recipient owes an obligation of confidence to the Discloser concerning the Confidential Information;
(b) the Confidential Information is secret, confidential and valuable to the Discloser;
(c) the Recipient must not use any Confidential Information for any purpose other than the Permitted Purpose;
(d) the Recipient must not disclose any of the Confidential Information to any person other than as permitted under clause 3;
(e) the Recipient has no right or interest in any of the Confidential Information other than the right to use and disclose it on the terms of this Agreement;
(f) the Recipient will notify the Discloser immediately upon becoming aware of any breach or threatened breach of this Agreement;
(g) any Confidential Information is made available to the Recipient “as is” and that no warranties of any kind are granted or implied with respect to the quality of the Confidential Information including, but not limited to, its fitness for any purpose, accuracy, completeness or correctness, or whether it is up-to-date; and
(h) the Recipient must make its own assessment of the Confidential Information and satisfy itself as to its accuracy and completeness.

2.2 Copies and other Records

Without limiting clause 2.2, the Recipient may make Records, and may allow an Authorised Person to make Records, but only to the extent necessary for the Permitted Purpose.
2.3 Security and Control

The Recipient must, at its cost, keep the Confidential Information and each Record:

(a) confidential, in a way that makes it clear that it is confidential to the Discloser;
(b) under its effective control; and
(c) secure from theft, loss, damage and unauthorised access, use and disclosure.

2.4 No Offshoring

Notwithstanding anything in this Agreement, the Recipient must not transmit, disclose, access or store Confidential Information outside Australia, or allow any person outside Australia to have access to it, without the prior approval of the Discloser and on such additional terms as the Discloser sees fit. This clause shall not apply to any necessary disclosure by Jemena to an Authorised Person.

3. DISCLOSURE BY THE RECIPIENT

3.1 No Disclosure

The Recipient must not, without the Discloser’s prior written consent disclose any Confidential Information to any person except:

(a) to the extent required by law and in accordance with clause 3.2; or
(b) to an Authorised Person in accordance with clause 3.3, but only to the extent that the Authorised Person has a bona fide need-to-know the Confidential Information.

The obligation not to disclose the Confidential Information is not to be affected by the bankruptcy, insolvency, or receivership of the Recipient.

3.2 Conditions for Disclosures Required by Law

If the Recipient or any Authorised Person becomes legally compelled to disclose any of the Confidential Information, to the extent permitted by law:

(a) prior to making any disclosure, the Recipient must notify the Discloser so that the Discloser may (in its absolute discretion) seek a protective order, injunction or other appropriate remedy; and
(b) request that confidentiality in the Confidential Information is maintained on disclosure, except where the Discloser notifies the Recipient in writing that it does not intend to enforce confidentiality in relation to the Confidential Information.

3.3 Conditions for Disclosure to Authorised Persons

(a) The Recipient must notify the Authorised Person at, or before, disclosure that Confidential Information must be kept confidential in accordance with the terms of this Agreement.
(b) The Recipient acknowledges and agrees that it will be liable for any breach by an Authorised Person of the obligations contained in this Agreement, and that a breach by an Authorised Person will be deemed to be a breach by the Recipient.
4. PRIVACY

If the Confidential Information contains any Personal Information, the Recipient must, with respect to that Personal Information:

(a) comply with the Privacy Laws and any other privacy laws by which it is bound;

(b) comply with any privacy code or policy which has been adopted by the Discloser and notified to the Recipient (copies available on request) as if the Recipient were bound by that code or policy;

(c) promptly notify the Discloser of any complaint or investigation under, or relating to, any of the laws, codes or policies referred to in paragraph (a) and (b) above; and

(d) co-operate with the Discloser in the resolution of any such complaint or investigation.

5. RECIPIENT’S RETURN OR DESTRUCTION OF RECORDS

5.1 Return and destruction

The Recipient must at the Discloser’s request, or when no longer required for the Permitted Purpose, or on the completion or termination of the Permitted Purpose (whichever occurs first), immediately stop using all Confidential Information and, at its cost, for all Records and Confidential Information in the possession or control of the Recipient or any Authorised Person:

(a) deliver to the Discloser, or if requested by the Discloser, destroy and provide evidence of destruction reasonably satisfactory to the Discloser, every tangible Record and Confidential Information; and

(b) permanently delete or destroy every intangible Record and Confidential Information and provide evidence of erasure or destruction reasonably satisfactory to the Discloser.

5.2 Exceptions

Nothing in clause 5.1 shall require the Recipient to return, destroy or delete any Confidential Information:

(a) which would cause the Recipient to be in breach of any law or the rules of any stock exchange to which the Recipient is bound to comply;

(b) embedded or otherwise incorporated in:

(i) the Recipient’s director’s papers, or the minutes of the Recipient’s board or any committee of that board to the extent that such papers and minutes contain the level of detail consistent with the normal practices of the Recipient; or

(ii) computer backup archives that are impracticable to delete or destroy,

provided that the document in which the Confidential Information is embedded or otherwise incorporated is destroyed or deleted in accordance with the Recipient’s document retention policy or processes for such documentation; or

(c) retained by any legal, financial or other professional advisers of the Recipient where those documents are required to be retained by such adviser in accordance with a relevant professional standards, practices, codes or insurance policies applicable to
the adviser, provided, that the Confidential Information is destroyed in accordance with such professional standards, practices, codes or insurance policies (as applicable).

6. REMEDIES FOR BREACH

The Recipient acknowledges that:

(a) any breach or threatened breach of this Agreement may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy and consequently the Discloser may pursue equitable remedies; and

(b) the Discloser may commence proceedings to restrain any breach or threatened breach of this Agreement or any other unauthorised access to, or use or disclosure of, any Confidential Information or to compel specific performance of this Agreement.

Notwithstanding anything in this Agreement, no enforcement must be commenced against a Related Body Corporate of Jemena, unless all available remedies have been exhausted against Jemena.

7. INDEMNITY

The Recipient must indemnify and hold harmless the Discloser for any loss, damage, liability, cost or expense (including legal expenses on a full indemnity basis) suffered by the Discloser as a result of:

(a) any breach of the terms of this Agreement; and

(b) the disclosure or use of the Confidential Information by the Recipient or any Authorised Person of the Recipient other than in accordance with this Agreement.

The Recipient's liability to the Discloser will be reduced proportionally to the extent that any act or omission of the Discloser or any Approved Person of the Discloser contributed to the loss.

8. RESTRICTIONS ON PUBLIC ANNOUNCEMENTS

The Recipient must not, without the Discloser's prior written consent, make any direct or indirect public announcement about, or comment on, the Project or this Agreement.

9. GENERAL

9.1 Notices

(a) All notices made under this document must be in writing, and signed by a person duly authorised by the sender and hand delivered or sent by registered mail to the recipient's address set out in this Agreement (or an alternative address notified by a party to the other party).

(b) A notice given in accordance with this clause 9.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

(i) if hand delivered, on delivery; or

(ii) if sent by registered post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),

The information in this document is commercially sensitive and confidential
provided that if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

9.2 Benefit of Agreement

The parties each acknowledge and agree that Jemena holds the benefit of this Agreement on trust for each of its Related Bodies Corporate (including, but not limited to, the indemnity set out in clause 7). Loss may be suffered by a Related Body Corporate of Jemena, in addition to loss suffered by Jemena, as a result of a breach of this Agreement. Each Related Body Corporate of Jemena may enforce this Agreement notwithstanding that it is not a party to this Agreement.

9.3 Additional Rights

Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person might have.

9.4 Survival of Obligations

The terms of this Agreement continue to apply to the parties despite the completion or termination of the Permitted Purpose, or despite the Recipient's compliance with clause 5.

9.5 Governing Law

This Agreement is governed by the law in force in <Victoria / New South Wales>.
Confidentiality Agreement

EXECUTED as an agreement

EXECUTED for and on behalf of <Insert name of Jemena Entity> ABN <insert ABN> by its authorised representative:

Signature of Witness

Signature of Authorised Representative

Full name of Witness

Full name of Authorised Representative

Date

EXECUTED for and on behalf of <Insert name of Party2> ABN <insert ABN> by its authorised representative:

Signature of Witness

Signature of Authorised Representative

Full name of Witness

Full name of Authorised Representative

Date

The information in this document is commercially sensitive and confidential
Attachment B | Form of access dispute notice

Cover letter:

<Date>

[General Manager]
Networks Expenditure
Australian Energy Regulator

AERschemeadministrator@aer.gov.au

Dear Sir/ Madam

I enclose an access dispute notice with <name of company> notified under subsection 216H(1) of the National Gas Law (the NGL) on <date>.

Yours faithfully <Signatory>

Attached: Notification

Notification

AUSTRALIAN ENERGY REGULATOR Access dispute notice under subsection 216H(1) of the NGL on <date>

Notifying Party

<name of notifying company> of <address of notifying company>

Contact: <name and position of contact>

Telephone: <contact’s phone number>; Facsimile: <contact’s fax number>; Email: <email address>

Other Party

<insert for each other party involved in the access dispute>

<name of other party> of <address of other party> Contact: <name and position of contact> Telephone: <contact’s phone number>; Facsimile: <contact’s fax number>; Email: <email address>

User/Prospective user <delete whichever is not appropriate> <specify which party is the user/prospective user>

Service Provider

Jemena XX <the notification should specify the name of the owner(s) of the non-scheme pipeline that is or will be used to supply the pipeline service; where each owner is a legal entity separate from the persons specified above, the notification should separately identify the pipeline owner(s), if known>
Persons who the notifying party believes may be joined to the access dispute <insert for each relevant person> <name of company> of <address of company>

Details of the pipeline service to which the access dispute relates <Include all relevant details about the pipeline service the subject of the access dispute. Use an attachment if necessary.>

Details of the access request made <Specify the details of the access request made by the user/prospective user, if applicable. Use one or more attachments if necessary.>

Details of the access offer made <Specify the details of the access offer made by the service provider, if applicable. Use one or more attachments if necessary.>

Details of the matters on which agreement has been reached <Specify the details of access to the relevant pipeline service which have been agreed by the parties to the access dispute. Use one or more attachments if necessary.>

Details of the matters that are in dispute <Specify the details of access to the relevant pipeline service which have not been agreed by the parties to the access dispute and which are in dispute. Use one or more attachments if necessary.>

To be signed by person notifying dispute

___________________________________________ <Name of signatory and position> <Date>
Attachment C | Sample Access Request Form

The sample Access Request Form current as at 1 January 2018 is set out in this schedule.

An electronic soft-copy of the Access Request Form which can be directly populated can be accessed by emailing access.request@jemena.com.au.
This Access Request Form is to be completed by those customers wishing to seek access to gas transportation services on a non-scheme pipeline under the alternative process detailed in chapter 6A to the National Gas Law. The form must be completed in full and submitted via email to: Access.Request@Jemena.com.au.

For assistance in completing the form we recommend that prospective users contact a Jemena commercial representative at Pipeline.Commercial@jemena.com.au and read the User Access Guide which is listed on the website (www.Jemena.com.au).

Sections 1, 2, 3, and 5 must be completed for all Access Requests. For new receipt and delivery points section 4 must be completed.

1. Customer Details

Company:  
Company ABN:  
Contact Name:  
Contact Position Title:  
Contact Email:  
Contact Phone No:  

2. Pipeline Access Detail

Pipeline:  
Required Service type:  
Service Start Date:  
Service End Date:  
Receipt point:  
Delivery Point:  
Maximum Daily Volume Requirements (TJ/d):  

[Insert receipt point. Refer to pipeline map on the Jemena website for current receipts points. If a new receipt point, please print map and mark nearest location]

[Insert delivery point. Refer to pipeline map on the Jemena website for current delivery points. If a new delivery point, please print map and mark nearest location]

[Max, Min and Average]
3. Technical Access Requirements

Receipt Point Pressure (kPag): [Max, Min and Average]

Delivery Point Pressure (kPag): [Max, Min and Average]

Min Temperature requirement (°C)

Max Temperature requirement (°C)

Ramp up Profile (TJ/Sec) [Please attach expected consumption flow rates on start up for first hour]

Shut down Profile (TJ/Sec) [Please attached expected consumption flow rates on shut down for first hour]

Gas Specification – Does the gas conform with AS 4564 [Yes/No]

Annual Volume Requirements (TJ/d): [Max, Min and Average]

Daily Volume Requirements (TJ/d): [Max, Min and Average]

Hourly Volume Requirements (TJ/hr): [Max, Min and Average]

Instantaneous Flow Requirements (TJ/hr): [Max, Min and Average]

Expected Transportation Requirement

- Residential Retail [ ]
- Industrial [ ]
- Power Station [ ]
- LNG [ ]
- Producer [ ]
- Other ____________________________

Reason for Request (attach any supporting information e.g. site maps, users site address, load profiles, future growth requirements etc)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
4. **New Receipt/Delivery Point (Optional)**

- Nearest location/township/landmark
  
- Distance from Pipeline (m)
  
- Land Access
  
- Odorant Requirement
  
- Expected Outage Periods
  
- Station Design and Configuration
  
- Other Requirements

5. **Credit Requirements**

- Please attach a copy of the company's most recent audited financial statements

- Company Credit Rating. (Must be a minimum of at least A- by Standard & Poors, A3 by Moody's or B from Fitch ICBA. Please attach evidence)

If not rated, detail ability to provide a suitable bank guarantee, letter of credit or some other form of prudential assurance from an entity, with a minimum rating of A- by Standard & Poors, A3 by Moody’s or B from Fitch ICBA (Please attach evidence)

6. **Confidentiality**

All prospective customers to sign and submit a copy of Jemena’s Confidentiality Agreement along with the Access Request Form.

A copy of Jemena’s Confidentiality Agreement can be found in Jemena’s User Access Guide which is listed on the website (www.Jemena.com.au).