



SCHEDULE 1. MEMBERSHIP AGREEMENT

GAS SUPPLY HUB MEMBERSHIP AGREEMENT

PARTIES

Australian Energy Market Operator Limited ABN 94 072 010 327 of Level 12, 171 Collins Street, Melbourne, Victoria 3000 (on its own behalf and on behalf of each Member) (“**Operator**”)

and

[**Company name**] ABN [number] of [registered address] (“**Applicant**”)

[or, where an Agent Member is entering into this Membership Agreement on behalf of an Appointing Member:

[**Company name**] ABN [number] of [registered address] as agent for and on behalf of [**Company name**] ABN [number] of [registered address] (“**Applicant**”)]

RECITALS

- A In accordance with the National Gas Rules, the Operator has published the Exchange Agreement.
- B The Exchange Agreement sets out the terms of participation in the Exchange and forms a binding contract between the Operator and all Members from time to time.
- C The Applicant wishes to participate in the Exchange.
- D The Operator and the Applicant are entering into this agreement for the purpose of the Applicant becoming a party to the Exchange Agreement as a Member.

AGREEMENT

The Applicant and the Operator on behalf of itself and all Members agree as follows:

1. Interpretation

- (a) Capitalised words used in this agreement have the meaning given to them in the Exchange Agreement unless otherwise defined in this agreement.
- (b) The Effective Date is the later of:
 - (i) the date on which the Exchange commences ‘live’ operation, as published by the Operator on its website not less than 5 Business Days before that date; and
 - (ii) the date of execution of this agreement by the Operator.
- (c) The rules of interpretation in the Exchange Agreement apply to the interpretation of this agreement.
- (d) This agreement and the Exchange Agreement shall be read and construed as one document.

2. Admission and agreement to be bound

- (a) The Operator (acting on its own behalf and on behalf of each Member) admits the Applicant as a Member under the Exchange Agreement with effect from the Effective Date.
- (b) The Applicant accepts its admission as a Member under the Exchange Agreement with effect from the Effective Date.
- (c) The Applicant undertakes to the Operator and each other Member:
 - (i) to perform and to be bound by the Exchange Agreement as it may be amended, supplemented or replaced from time to time; and

- (ii) to discharge its obligations in relation to each Transaction to which it is a party from time to time under and in accordance with the Exchange Agreement.

3. Other matters

- (a) The liability of each party with respect to any breach of this agreement, the Exchange Agreement or in relation to any Transaction shall be governed by the terms of the Exchange Agreement.
- (b) Upon the effective date of termination of the membership of any Member, the Exchange Agreement remains in full force and effect and binding on each of the remaining Members and the Operator.
- (c) This agreement is governed by and shall be construed in accordance with the laws of Queensland.
- (d) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland in connection with matters concerning this agreement, the Exchange Agreement and Transactions.
- (e) If any provision of this agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this agreement which shall continue in full force and effect.
- (f) This agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each counterpart when executed and delivered constitutes an original. All counterparts together constitute one and the same instrument. A party may exchange a counterpart with each other party by emailing a pdf (portable document format) copy of the executed counterpart to each other party
- (g) Each party must bear its own costs arising out of the negotiation, preparation and execution of this agreement. All stamp duty that may be payable on or in connection with this agreement must be borne by the Applicant.
- (h) A party may sign electronically a soft copy of this document, including through DocuSign, and bind itself accordingly and this will satisfy any statutory or other requirements for this document to be in writing and signed by that party

EXECUTED as an agreement.

SIGNED for and on behalf of **Australian Energy Market Operator Limited** in the presence of:

*Signature (Witness)

Signature

Print Name (Witness)

Print Name

Date

Date

SIGNED for and on behalf of [**Name of applicant**] in the presence of:

*Signature (Witness)

Signature

Print Name (Witness)

Print Name

Date

Date

Each person who executes this document under a power of attorney declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED for and on behalf of [**Name of agent**] as agent for [**Name of Appointing Member**] in the presence of:

*Signature (Witness)

Signature

Print Name (Witness)

Print Name

Date

Date

Each person who executes this document under a power of attorney declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

*A witness is not required to sign if the Applicant is signing electronically, including through DocuSign