

Information Sharing Deed Poll

Between

[Name]

And

Tasmanian Networks Pty Ltd

ABN 24 167 357 2999

Official



Powering a
Bright Future

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INFORMATION SHARING DEED POLL

DETAILS

BY NAME:
ABN:
ADDRESS:
Email:
(the Recipient)

FOR THE BENEFIT OF Tasmanian Networks Pty Ltd
ABN 24 167 357 299
1-7 Maria Street, Lenah Valley, TAS, 7008
Email: regulation@tasnetworks.com.au
(TasNetworks)

RECITALS

- A. The Ring-fencing Guidelines were introduced to promote the National Electricity Objective and to promote competition in the provision of electricity services.
- B. The Ring-fencing Guidelines impose certain obligations on Distribution Network Service Providers (DNSP) and Transmission Network Service Providers (TNSP) including provisions which prevent a DNSP or TNSP from conferring a competitive advantage on its Related Electricity Service Providers that provide contestable electricity services. As the licenced DNSP and TSNP in Tasmania, TasNetworks must comply with both Ring-fencing Guidelines.
- C. In certain circumstances where TasNetworks shares Ring-fenced Information with a Related Electricity Service Provider, it is required under clause 4.3.3 (Sharing of information) of the Ring-fencing Guideline Electricity Distribution, or clause 4.2.3 (Sharing of information) of the Ring-fencing Guideline Electricity Transmission, to provide access to that information on an equal basis to other legal entities who are competing in the provision of Contestable Electricity Services.
- D. The Recipient has requested access to Ring-fenced Information via the submission of the TasNetworks Information Register Application Form and has agreed to execute this Deed Poll in consideration of being given access to Ring-fenced Information by TasNetworks.

THE RECIPIENT AGREES

DEFINITIONS AND INTERPRETATION

DEFINITIONS

In this Deed Poll:

Affiliated Entity, in relation to a DNSP or TNSP, means a legal entity:

- a) which is a direct or indirect shareholder in the DNSP or TNSP, or otherwise has a direct or indirect legal or equitable interest in the DNSP or TNSP;
- b) in which the DNSP or TNSP is a direct or indirect shareholder, or otherwise has a direct or indirect legal or equitable interest; or
- c) in which a legal entity referred to in paragraph (a) or (b) is a direct or indirect shareholder, or otherwise has a direct or indirect legal or equitable interest.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Tasmania.

Contestable Electricity Services has the meaning given to it in the applicable Ring-fencing Guideline, being:

for the Ring-fencing Guideline Electricity Distribution, means: Other Distribution Services and Other Electricity Services; or

for the Ring-fencing Guideline Electricity Transmission, means: Services for the supply of electricity or that are necessary or incidental to the supply of electricity, other than prescribed transmission services, negotiated transmission services or direct control services (and includes non-regulated transmission services).

Deed Poll means this document, including any schedule or annexure to it.

Distribution Service has the meaning given to it in the National Electricity Rules, being a service provided by means of, or in connection with, a distribution system.

Direct Control Service has the meaning given to it in the National Electricity Rules, being a distribution service that is a direct control network service within the meaning of section 2B of the National Electricity Law.

DNSP means distribution network service provider.

Electricity Information has the meaning given to it in the applicable Ring-fencing Guideline, being information about electricity networks, electricity customers or Electricity Services, other than:

- a) aggregated financial information; or
- b) other service performance information,

that does not relate to an identifiable customer or class of customer.

Electricity Services has the meaning given to it in the National Electricity Law, being services that are necessary or incidental to the supply of electricity to consumers of electricity, including:

- a) the generation of electricity;
- b) electricity network services;
- c) the sale of electricity.

Information Register means the register TasNetworks maintains and keeps of those legal entities who request access to the Ring-fenced Information.

Information Register Application Form means the information register application form published on TasNetworks' website.

Other Distribution Services has the meaning given to it in the Ring-fencing Guideline Electricity Distribution, being Distribution Services other than direct control services.

Other Electricity Services means services for the supply of electricity or that are necessary or incidental to the supply of electricity, other than Transmission Service or Distribution Service.

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

Privacy Laws means the *Privacy Act 1988* (Cth) and any other legally binding requirement under Australian law relating to the handling of Personal Information.

Recipient Information means Ring-fenced Information specified in the Recipient's Information Register Application Form.

Related Electricity Service Provider means an Affiliated Entity of the Beneficiary that provides Contestable Electricity Services.

Ring-fenced Information has the meaning given to it in the applicable Ring-fencing Guideline, being Electricity Information, acquired or generated by a DNSP or TNSP in connection with its provision of direct control services or prescribed transmission services, that is not already publicly available, and includes electricity information:

- a) that the DNSP or TNSP derives from that information; or
- b) provided to the DNSP or TNSP by or in relation to a customer or prospective customer of direct control services or prescribed transmission services.

Ring-fencing Guideline means either the Ring-fencing Guideline Electricity Distribution first published by the Australian Energy Regulator in November 2016 (and as amended or replaced from time to time), or the Ring-fencing Guideline Electricity Transmission first published by the Australian Energy Regulator in August 2002 (and as amended or replaced from time to time) (as applicable) (together, the '**Ring Fencing Guidelines**').

TNSP means transmission network service provider.

Transmission Service has the meaning given to it in the National Electricity Rules, being the services provided by means of, or in connection with, a transmission system.

Use means provision of Contestable Electricity Services to a customer, or potential customer, by the Recipient.

INTERPRETATION

- a) Reference to:
 1. the singular includes the plural and the plural includes the singular;
 2. a person includes any type of entity or body or persons, whether or not it is incorporated;
 3. a party includes the party's executors, administrators, successors and permitted assigns.

- b) "Including" and similar expressions are not words of limitation.
- c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- d) Headings and any table of contents or index are for convenience only and do not form part of this Deed Poll or affect its interpretation.
- e) A provision of this Deed Poll must not be construed to the disadvantage of TasNetworks merely because TasNetworks was responsible for the preparation of the Deed Poll or the inclusion of the provision in the Deed Poll.
- f) If an act must be done on a specified day and that day is not a Business Day, it must be done instead on the next Business Day.

OPERATION

This Deed Poll commences on the date it is executed by the Recipient and the obligations in this Deed Poll continue for as long as the Recipient Information remains confidential.

CONFIDENTIALITY

The Recipient must:

- a) maintain all Recipient Information in strictest confidence;
- b) keep the Recipient Information secure and protected from loss and any use, disclosure, modification or access that is inconsistent with this Deed Poll;
- c) notify TasNetworks immediately if it suspects or becomes aware of any loss or use, disclosure, modification or access that is inconsistent with this Deed Poll;
- d) comply with all Privacy Laws and not disclose any Personal Information outside of Australia;
- e) not disclose any of the Recipient Information unless the disclosure is required by law, court order or TasNetworks has otherwise authorised disclosure in writing; and
- f) only use the Recipient Information for the Use.

ACKNOWLEDGEMENT

The Recipient acknowledges and agrees that TasNetworks does not make (now or at any time any Recipient Information is provided to the Recipient) any representation or warranty:

- a) as to the accuracy or completeness of the Recipient Information; or
- b) that the Recipient Information has been audited, verified or prepared with reasonable care.

The Recipient acknowledges and agrees that TasNetworks does not accept any responsibility or liability for:

- a) any interpretation, opinion or conclusion that the Recipient may form as a result of examining the Recipient Information;
- b) updating the Recipient Information or notifying the Recipient of any inaccuracy, incompleteness,

change or new information of which it becomes aware; or

- c) any error, inaccuracy, incompleteness or similar defect in the Recipient Information or any default, negligence or lack of care in relation to the preparation or provision of the Recipient Information (unless liability cannot be excluded by law).

The Recipient acknowledges and agrees that TasNetworks may suffer loss or damage upon a breach of this Deed Poll and monetary damages may not be a sufficient remedy for such a breach; TasNetworks will be entitled to equitable relief, including injunction and specific performance, as a remedy for such a breach.

INDEMNITY

The Recipient indemnifies TasNetworks against all liability, loss, damage, claims, cost or expense (including legal expenses on a full indemnity basis) resulting directly or indirectly from any breach or non-performance of an obligation (whether express or implied) of this Deed Poll by the Recipient or its representatives.

This indemnity is a continuing obligation; independent from the Recipient's other obligations under this Deed Poll and continues after the expiration or termination of this Deed Poll.

CONTINUATION OF OBLIGATIONS

The Recipient's obligations under this Deed Poll continue indefinitely and are not diminished or terminated by the expiration or termination of this Deed Poll, except to the extent that they are later varied by agreement between TasNetworks and the Recipient.

NOTICES

A notice or other communication connected with this Deed Poll (Notice) has no legal effect unless it is in writing, and signed by a person duly authorised by the sender. The Notice may be hand delivered, or sent by registered mail or email to the recipient's address in the Details.

FURTHER ASSURANCE

The Recipient must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed Poll.

SEVERABILITY

If anything in this Deed Poll is unenforceable, illegal or void, then it is severed and the rest of this Deed Poll remains in force.

ENTIRE UNDERSTANDING

This Deed Poll:

- a) is the entire agreement and understanding on everything connected with the subject matter of this

Deed Poll; and

b) supersedes any prior agreement or understanding on anything connected with the subject matter.

The Recipient has entered into this Deed Poll without relying on any representation by any other party or any person purporting to represent that party.

ASSIGNMENT

The Recipient must not assign or novate any rights or obligations under this Deed Poll.

VARIATION

This Deed Poll may only be varied by written agreement signed by both TasNetworks and the Recipient.

WAIVER

No right under this Deed Poll will be waived except by notice in writing signed by both the Recipient and TasNetworks.

Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

GOVERNING LAW

This Deed Poll is governed by the laws of Tasmania. Each party submits to the jurisdiction of the courts of Tasmania.

EXECUTED as a Deed Poll and delivered on the date shown below.

SIGNED SEALED AND DELIVERED

[execution block to be inserted depending on applicant]



www.tasnetworks.com.au

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Official