



Information Register Application Form

This form should be completed by legal entities requesting access to the Information Register maintained by us. The Information Register contains details of certain confidential electricity information that has been shared with one or more of our affiliated entities that provide contestable electricity services.

More information regarding the Information Register can be found under Sharing of Information Protocol on [our Ring Fencing webpage](#) and in the [AER Ring-Fencing Guideline](#).

Completed application forms should be submitted to informationsharing@energyq.com.au along with a signed and dated copy of the attached Information Sharing Deed Poll.

Legal Name	
ACN	
ABN	
Address	
Short description of your business or proposed business	
Name of Nominated Representative	
Email address of Nominated Representative	
Phone number of Nominated Representative	
Kind of Confidential Information requested	



Information Sharing Deed Poll

Parties

Recipient	Name	[]
	ABN/ACN/ARBN	[]
	Address	[]
	Email	[]
	Attention	[]

Beneficiaries Ergon Energy Corporation Limited (ACN 087 646 062)

Recitals

- A** The Ring-Fencing Guideline was introduced to, among other things, promote competition in the provision of Electricity Services by DNSPs and their Related Electricity Service Providers.
- B** The Ring-Fencing Guideline limits the competitive advantage DNSPs may confer on their Related Electricity Service Providers by sharing Confidential Information with them.
- C** Where we share Confidential Information with our Related Electricity Service Providers in certain circumstances, we are required under clause 4.3 of the Ring-Fencing Guideline to provide access to that information on an equal basis with third parties who are competing in the provision of Contestable Electricity Services.
- D** This document sets out the terms, conditions and procedures to be followed by you in relation to access to and use of Confidential Information to be provided by us in accordance with clause 4.3.4 the Ring-Fencing Guideline.

1 Definitions

Unless the contrary intention appears, these meanings apply:

Affiliated Entity means a Legal Entity:

- (a) which is a direct or indirect shareholder in either Energex or Ergon Energy or otherwise has a direct or indirect legal or equitable interest in either Energex or Ergon Energy;
- (b) in which either Energex or Ergon Energy 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 on which banks are open for general banking business in Queensland (not being a Saturday, Sunday or public holiday in that place).

Confidential Information means Electricity Information that we have acquired or generated in connection with our provision of Direct Control Services that is not already publicly available but has been disclosed to any of our Related Electricity Service Providers and includes Electricity Information:

- (a) that we have derived from that information; or
- (b) provided to us by or in relation to a customer or prospective customer of Direct Control Services,

but does not include:

- (a) aggregated financial information or other service performance information that does not relate to an identifiable customer or class of customer; or
- (a) Electricity Information that we have disclosed to our Related Electricity Service Providers in circumstances where:
 - (i) we have first obtained the explicit informed consent of the relevant customer, or prospective customer, to whom the Electricity Information relates;
 - (ii) the disclosure is required by, or for the purpose of complying with any Law; or
 - (iii) the disclosure is necessary to enable us to provide Distribution Services, Transmission Services or Other Services (including by acquiring services from other Legal Entities).

Contestable Electricity Services has the meaning given to it in the Ring-Fencing Guideline.

Data Room means the third party platform hosting the Confidential Information made available online through a secure web site.

Direct Control Service has the meaning given to it in the National Electricity Rules.

Distribution Service has the meaning given to it in the National Electricity Rules.

DNSP means distribution network service provider.

Electricity Information has the meaning given to it in the Ring-Fencing Guideline.

Electricity Services has the meaning given to it in the National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA) as applied in Queensland by the *Electricity – National Scheme (Queensland) Act 1997*.

Information Register means the register we maintain of those Legal Entities that have requested access to the Confidential Information.

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

Information Sharing Protocol means our information sharing protocol published on our website (which may be amended from time to time).

Law means any law, rule, regulation or other legal obligation (however described and whether statutory or otherwise).

Legal Entity means a natural person, a body corporate (including a statutory corporation or public authority), a partnership, or a trustee of a trust, but excludes the employees and contractors of the entity.

Other Services means services other than:

- (a) Transmission Services; or
- (b) Distribution Services.

Permitted Purpose means the permitted purpose specified in the Data Room relating to a category of Confidential Information or specific Confidential Information and in the absence of any specified purpose, is providing Contestable Electricity Services to our customers or our prospective customers.

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.

Related Electricity Service Provider means:

- (a) an Affiliated Entity of a Beneficiary; or
- (b) the part of a Beneficiary that provides Contestable Electricity Services.

Representatives of a party means the employees, agents, officers, directors, auditors, advisors, consultants and contractors of that party.

Ring-Fencing Guideline means the Electricity Distribution Ring-Fencing Guideline published by the Australian Energy Regulator on 30 November 2016 and as may be amended from time to time).

Transmission Service has the meaning given to it in the National Electricity Rules.

Us, we and **our** means each of, and is a reference to, the Beneficiaries.

You and **your** means, and is a reference to, the Recipient.

2 Beneficiaries of this deed

You give undertakings in this document on behalf of yourself and your Representatives for the benefit of us.

3 Term

- (a) This document commences on the date you are registered on our Information Register.
- (b) This document terminates on the earlier of the date that we:
 - (i) receive an email from you sent to our email address listed in the Information Sharing Protocol advising that you wish to be removed from the Information Register; or
 - (ii) remove your registration from the Information Register for any reason, including for breaching any of your obligations under this document.

4 Your obligations

4.1 Confidentiality

- (a) All Confidential Information is confidential and only you and your Representatives are permitted to access and use the Confidential Information only in accordance with this document.
- (b) You and your Representative must:
 - (i) maintain the confidential nature of the Confidential Information;
 - (ii) only disclose the Confidential Information to your Representatives who have a need to use the Confidential Information in accordance with the Permitted Purpose;
 - (iii) not disclose any of the Confidential Information to any person unless:
 - (A) the disclosure is required by, or for the purpose of complying with any Law; or
 - (B) subject to us providing our prior written consent, where:
 - (aa) you procure the explicit informed consent of the relevant customer, or prospective customer, to whom the Confidential Information relates to the disclosure; or
 - (ab) the disclosure is necessary for you to provide Distribution Services, Transmission Services or Other Services;
 - (iv) not use or reproduce the Confidential Information for any purpose other than the Permitted Purpose;
 - (v) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and use the same degree of care a prudent person would use to protect that person's confidential information;
 - (vi) immediately notify us of any potential, suspected or actual breach of this document; and
 - (vii) procure that your Representatives (whether or not still employed or engaged by you) do not do or omit to do anything which would be a breach of your obligations under this document.

4.2 Privacy

If the Confidential Information includes any Personal Information, you must, with respect to that Personal Information:

- (c) comply with the Privacy Act 1988 (Cth), and any other Privacy Laws by which it is bound;
- (d) comply with any privacy code or policy which has been adopted by us and included in the Data Room as if the Recipient were bound by that code or policy;
- (e) not disclose that Personal Information outside of Australia without written consent from us;
- (f) promptly notify us of any complaint or investigation under, or relating to, any of the laws, codes or policies referred to in paragraphs 1.1(c) and 1.1(d) above; and
- (g) co-operate with us in the resolution of any such complaint or investigation.

4.3 Nature of the information

You agree that:

- (a) the Confidential Information has not been prepared for you or your business activities or with the intention that the you should rely on it in connection with the Permitted Purpose;
- (b) except where expressly identified as such, the Confidential Information has not been audited or independently verified;
- (c) we do not give any assurance as to the degree of care or diligence used in compiling or preparing the Confidential Information;
- (d) this document does not grant you or your Representatives any licence or other right in relation to the Confidential Information except as expressly provided in this document;
- (e) certain Confidential Information may have been disclosed with the consent of third parties and may be subject to conditions imposed by those parties;
- (f) we do not make any representation or warranty, express or implied, as to the accuracy, content, legality or completeness of any Confidential Information;
- (g) we are not under any obligation to notify you if we become aware of any inaccuracy, incompleteness or change in the Confidential Information;
- (h) our approval of your Information Register Application Form is not confirmation by us that we have Confidential Information available to share with you; and
- (i) we will provide relevant Confidential Information to you based on the 'Categories of Confidential Information required' selections you have made on your Information Register Application Form if it becomes available.

4.4 Your contact details

- (a) You must notify us if your contact details change by submitting an updated Information Register Application Form.
- (b) We may periodically request confirmation from you that your contact details are up to date and that you require ongoing access to the Confidential Information. We may remove any Legal Entity that does not respond to a request for confirmation within 10 Business Days from the Information Register and cancel their access to the Data Room.

4.5 Data Room protocols

You must adhere to the protocols of the Data Room provider (a copy of which may be obtained directly from the Data Room provider).

5 Access to Confidential Information

5.1 Retaining Material

Printing and downloading of Confidential Information is prohibited except to the extent that the Data Room security settings applied to the Confidential Information allow copying, printing or downloading. Where Confidential Information is secured to prevent its copying, printing or downloading, you must not do anything to circumvent that security or to take a copy of the Confidential Information, or any part of it, by other means.

6 Our remedies

6.1 Termination

- (a) We may terminate this deed and remove your name from the Information Register if you are no longer eligible to receive Confidential Information or there is a material breach of this document by you.
- (b) You must notify us if there is, or there is likely to be, a material breach of this document by you.

6.2 Injunctive relief

You acknowledge and agree that:

- (h) the Confidential Information constitutes valuable and proprietary information of us or our third parties;
- (i) damages are not a sufficient remedy for us for any breach of this document; and
- (j) we and our Affiliated Entities are entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by you or your Representatives, in addition to any other remedies available to them at law or in equity.

7 Liability

7.1 Disclaimer

Without limiting the matters set out in any terms and conditions applying to access to the Confidential Information, we and each of our Representatives do not accept:

- (a) any responsibility arising in any way for any errors in or omissions from any Confidential Information or for any lack of accuracy, completeness, currency or reliability of any Confidential Information made available;
- (b) any responsibility to provide any other information or notification of matters arising or coming to their notice which may affect any Confidential Information provided; or
- (c) any liability for any loss or damage (whether under statute, in contract or tort (including for negligence) or otherwise) suffered or incurred by the you or any other person in connection with the use of or access to the Data Room or the use of or reliance on any Confidential Information, including where we fail to comply with any timeframes specified in the Information Sharing Policy.

7.2 Indemnity

You must indemnify us and our Representatives against all liability or loss in relation to, in connection with or as a result of:

- (k) any breach by you of this document; or
- (l) any act or omission by any of your Representatives which would be a breach of the your obligations under this document.

8 General

8.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

8.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

8.3 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

8.4 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

8.5 Variation and waiver

A provision of this deed, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

8.6 Indemnities

The indemnities in this deed are continuing obligations, independent from the other obligations of the parties under this deed and continue after this deed ends. It is not necessary for a party to incur expense or make payment before enforcing a right or indemnity under this deed.

8.7 Survival

The obligations under clauses 4, 5.1, 7, 8 and 9 survive the end of this document.

9 Governing law

This deed is governed by the law in force in Queensland. Each party submits to the exclusive jurisdiction of the courts of that place.

EXECUTED as a deed poll



Signing page

DATED: _____

SIGNED, SEALED and DELIVERED)

by _____)
as authorised representative for)

Name of Legal Entity)

ABN of Legal Entity)

in the presence of:)
)
)

.....
Signature of witness

.....
Name of witness (block letters)

.....
By executing this document the
signatory warrants that the signatory is
duly authorised to execute this
document on behalf of

Name of Legal Entity

ABN of Legal Entity