



# Essential Energy Information Sharing Deed Poll

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## INFORMATION SHARING DEED POLL

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

**FOR THE BENEFIT OF** Essential Energy ABN 37 428 185 226  
8 Buller Street, Port Macquarie, NSW, 2444  
**(Essential Energy)**

### RECITALS

- A The Ring-fencing Guideline was introduced to promote the National Electricity Objective and to promote competition in the provision of electricity services.
- B The Ring-fencing Guideline imposes certain obligations on DNSPs including provisions which prevent a DNSP from conferring a competitive advantage on its Related Electricity Service Providers.
- C In certain circumstances where Essential Energy shares Confidential Information with a Related Electricity Service Provider it is required under clause 4.3 of the Ring-fencing Guideline 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 Confidential Information via the submission of an Information Register Application Form and has agreed to execute this Deed Poll in consideration of being given access to Confidential Information by Essential Energy.

### THE RECIPIENT AGREES

#### 1 DEFINITIONS AND CONSTRUCTION

##### 1.1 Definitions

In this Deed Poll:

- (1) **Affiliated Entity** means in relation to a DNSP, means a legal entity:
- a. which is a direct or indirect shareholder in the DNSP or otherwise has a direct or indirect legal or equitable interest in the DNSP;
  - b. in which the DNSP 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.
- (2) **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 New South Wales.
- (3) **Confidential Information** has the meaning given to it in Ring-fencing Guideline.
- (4) **Contestable Electricity Services** has the meaning given to it in Ring-fencing Guideline.
- (5) **Deed Poll** means this document, including any schedule or annexure to it.
- (6) **Direct Control Services** has the meaning given to it in the National Electricity Rules.
- (7) **Distribution Services** has the meaning given to it in the National Electricity Rules.

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- (8) **DNSP** means distribution network service provider.
  - (9) **Electricity Information** has the meaning given to it in Ring-fencing Guideline.
  - (10) **Electricity Services** has the meaning given to it in the National Electricity Law.
  - (11) **Information Register** means the register Essential Energy maintains and keeps of those legal entities who request access to the Confidential Information.
  - (12) **Information Register Application Form** means the information register application form published on Essential Energy's website.
  - (13) **Personal Information** has the meaning given to it in the Privacy Act 1988 (Cth).
  - (14) **Privacy Laws** means the Privacy Act 1988 (Cth) and any other legally binding requirement under Australian law relating to the handling of Personal Information.
  - (15) **Related Electricity Service Provider** means an Affiliated Entity of the Beneficiary that provides Contestable Electrify Services.
  - (16) **Ring-fencing Guideline** means the Ring-fencing Guideline Distribution Services published by the Australian Energy Regulator October 2017 (and as amended from time to time).

## 1.2 Construction

- (1) Reference to:
  - a) one gender includes the others
  - b) the singular includes the plural and the plural includes the singular
  - c) a person includes a body corporate
  - d) a party includes the party's executors, administrators, successors and permitted assigns.
- (2) "Including" and similar expressions are not words of limitation
- (3) 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
- (4) 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
- (5) A provision of this Deed Poll must not be construed to the disadvantage of Essential Energy merely because Essential Energy was responsible for the preparation of the Deed Poll or the inclusion of the provision in the Deed Poll
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## 2 OPERATION

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

## 3 CONFIDENTIALITY

- 3.1 The Recipient must:

- (1) maintain all Confidential Information in strictest confidence;

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- (2) keep the Confidential Information secure and protected from loss and any use, disclosure, modification or access that is inconsistent with this Deed Poll;
  - (3) notify Essential Energy immediately if it suspects or becomes aware of any loss or use, disclosure, modification or access that is inconsistent with this Deed Poll;
  - (4) comply with all Privacy Laws and not disclose any Personal Information outside of Australia; and
  - (5) not disclose any of the Confidential Information unless the disclosure is required by law, court order or Essential Energy has otherwise authorised disclosure in writing.

#### **4 ACKNOWLEDGEMENT**

- 4.1 The Recipient acknowledges and agrees that Essential Energy does not make (now or at any time any Confidential Information is given to the Recipient) any representation or warranty:
  - a) as to the accuracy or completeness of the Confidential Information; or
  - b) that the Confidential Information has been audited, verified or prepared with reasonable care.
- 4.2 The Recipient acknowledges and agrees that Essential Energy 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 Confidential Material;
  - b) updating the Confidential Information or notifying the Recipient of any new information of which it becomes aware; or
  - c) any error, inaccuracy, incompleteness or similar defect in the Confidential Information or any default, negligence or lack of care in relation to the preparation or provision of the Confidential Information (unless liability cannot be excluded by law).

#### **5 INDEMNITY**

- 5.1 The Recipient indemnifies Essential Energy against all liability or loss in connection with any breach or non-performance of an obligation (whether express or implied) of this Deed Poll by the Recipient or its representatives.

#### **6 CONTINUATION OF OBLIGATIONS**

- 6.1 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 varied by later agreement between Essential Energy and the Recipient.

#### **7 NOTICES**

- 7.1 A notice or other communication connected with this Deed Poll (**Notice**) has no legal effect unless it is in writing.

#### **8 FURTHER ASSURANCE**

- 8.1 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.

#### **9 SEVERABILITY**

- 9.1 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.

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**10 ENTIRE UNDERSTANDING**

**10.1** This Deed Poll:

- (1) is the entire agreement and understanding on everything connected with the subject matter of this Deed Poll; and
- (2) supersedes any prior agreement or understanding on anything connected with the subject matter.

**10.2** 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.

**11 ASSIGNMENT**

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

**12 VARIATION**

**12.1** This Deed Poll may only be varied by written agreement signed by both Essential Energy and the Recipient.

**13 WAIVER**

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

**13.2** 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.

**14 GOVERNING LAW**

**14.1** This Deed Poll is governed by the laws of New South Wales. Each party submits to the jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

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

**SIGNED SEALED AND DELIVERED** for and on behalf of the Recipient by its duly authorised Officer in the presence of:

.....  
(Signature of Witness)

.....  
(Signature)

.....  
(Name of Witness in Full)

.....  
(Name of signatory)

.....  
(Address of Witness)

.....  
(Position of signatory)

.....  
(Date Executed)