

AGI Tanami Pty Limited

Interconnection Policy

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1 BACKGROUND

Purpose

This Interconnection Policy is made for the purposes of Rule 39 of the National Gas Rules (**NGR**) by AGI Tanami Pty Ltd (ABN 21 622 012 560) (**AGI Tanami**) in relation to the Tamworth Gas Transmission Pipeline (identified in section 2.3 of the AGIG User Access Guide available at: [Pipelines | AGIG](#)). This policy forms part of the access negotiation framework established under Part 23 of the NGR and Chapter 5 of the National Gas Law (**NGL**).

Scope

This Interconnection Policy addresses the requirements for a pipeline or other facility seeking to connect to a pipeline or network identified in above and section 2.3 of the AGIG User Access Guide.

This Interconnection Policy does not limit or derogate from any requirement to gain any permission or authorisation that otherwise applies under the NGL or the NGR in relation to making a connection to a pipeline.

This Interconnection Policy does not address requirements for the injection of gas into any gas retail market or the declared wholesale gas market.

This Interconnection Policy does not and will not be applied in a way that is inconsistent with the requirements of any pipeline licence or gas reticulator's licence or any applicable law.

Interpretation

In this policy, a reference to the Service Provider is a reference to the entity which is the service provider for the pipeline or network to which the reference relates. A reference to a pipeline is a reference to a pipeline or network identified in section 2 of the AGIG User Access Guide.

This Interconnection Policy applies to new receipt, delivery or bi-directional interconnections and material modifications to existing interconnections and does not apply to variations of services under existing contracts that do not require new interconnection facilities.

Capitalised terms have the meaning given in this Interconnection Policy, or as otherwise defined in the NGL and NGR.

2 RIGHT TO INTERCONNECT

In accordance with rule 37 of the NGR, a person has a right to connect a pipeline or other facility to a pipeline (an **interconnection**) where:

- (a) it is technically feasible and consistent with the safe and reliable operation of the pipeline; and
- (b) the person agrees to fund the costs associated with making the interconnection.

In accordance with rule 38(1) of the NGR, the party seeking to establish the interconnection (the **interconnecting party**) has, subject to rule 37, the option to:

- (a) construct, operate and maintain the interconnection at its own cost (option A);
- (b) have the Service Provider do so (option B); or
- (c) proceed with a combination of option A and option B if both the interconnecting party and the Service Provider:
 - (i) will own equipment or infrastructure associated with the interconnection; or
 - (ii) agree to share the costs and responsibilities associated with the interconnection.

In accordance with rule 38(2) the NGR, if the interconnecting party develops the interconnection (or part of the interconnection), it must do so in accordance with good industry practice and comply with all standards and legislation that relate to the establishment and on-going operation of the interconnection and with any reasonable technical, safety and reliability requirements requested by the Service Provider.

The Interconnecting Party agrees to fund the costs associated with the interconnection, subject to Section 7.

3 INTERCONNECTION PROCESS

Process Summary

1. Contact the Service Provider
2. Provide concept details and discuss high-level feasibility
3. Engage in detailed analysis study
4. The Service Provider makes connection offer
5. The Service Provider and interconnecting party agree to connection offer and enter into necessary legal agreements
6. The Service Provider and interconnecting party obtain all approvals
7. Construction and commissioning
8. Complete testing and gain final injection approval from the Service Provider
9. Commence operations
10. Comply with on-going obligations

4 HOW TO APPLY

Step 1 - Provide high level concept

Project proponent to develop a high-level concept of the project to enable further steps.

High-level concept must include the details set out below, and must be recorded on an Injection Enquiry Form (please contact us for further details: [Pipelines | AGIG](#))

Details:

- Project proponent contact details
- Project location
- Type of gas that is to be injected at the interconnection point and specifications for that gas
- Source of input
- Relevant technology used
- Concept level capital and operating costs
- Expected flow rate

In addition, if known to the project proponent, the project proponent is encouraged to advise AGI Tanami whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (Option A) or have the distributor do so (Option B) or some combination of Options A and B.

Step 2 – Initial enquiry

Contact AGI Tanami via email at the following address: notices@agig.com.au, with completed Injection Enquiry Form, including the data identified in Step 1.

AGI Tanami will perform a high-level analysis and mapping to assess whether an interconnection is possible. If AGI Tanami will incur a charge to undertake this high-level analysis and mapping, AGI Tanami may advise the project proponent of such charges and require the project proponent to reimburse AGI Tanami for such charges.

Once the initial enquiry and high-level analysis and mapping is complete, AGI Tanami will provide the proponent with a capacity assessment and advise the project proponent of any potential issues.

TIMESCALE: 15 working days

As part of this process, AGIG can provide the following information to assist the proponent with its feasibility assessments:

1. Location and type/size of nearest appropriate main (in the case of a connection to a network)
2. Information about equipment required to connect to the pipeline
3. Information on required data sharing arrangements
4. Information on required gas quality

Step 3 – Detailed Analysis Study

Project proponents must engage with AGI Tanami to complete detailed analysis studies (**DAS**). If AGI Tanami will incur a charge to undertake this work, AGI Tanami may advise the project proponent of such charges and require the project proponent to reimburse AGI Tanami for such charges.

The DAS will provide proponents with further information in relation to the following matters (as relevant):

- Injection point options
- Pipeline capacity flows and constraints
- Indication of costs for the Service Provider to carry out the pipeline construction, augmentation and connection
- Indication of costs for the Service Provider to procure and install the injection facility
- Plant and equipment required to be provided by the interconnecting party
- Details of proposed site and pipeline route
- Gas Quality risk assessment
- Injection Constraints, Injection pressure etc.
- Quote of estimated costs of interconnection

Project proponents must review and satisfy themselves as to the content of the DAS and advise the Service Provider if they intend on proceeding with the interconnection.

Following DAS, project proponents will need to undertake a detailed front end engineering design.

At this stage, if a project proponent has not done so already, the project proponent needs to make an election for the purposes of rule 38(1) as to whether the interconnecting party wishes to construct, operate and maintain the interconnection at its own cost (Option A) or have the service provider do so (Option B) or some combination of Options A and B.

Irrespective of which option is taken, the service provider must be consulted and involved in the HAZOP or any other formal safety assessment (including preparing a safety case or safety management system) for the facility or for the interconnection.

TIMESCALE: 2 - 12 months depending on complexity.

Step 4 – Approvals

If, following the DAS, the project proponent wishes to proceed with the interconnection, the project proponent must obtain any necessary approvals or consents required under the NGL, NGR or any other applicable laws, or otherwise, and provide evidence of such approvals being obtained on the Service Provider's request.

The Service Provider may also require approvals or consents in relation to the proposed interconnection and the Service Provider will obtain these approvals or consents during this stage (or during later steps).

Project proponents will be required to procure any required land access needed by the Service Provider in order to facilitate the interconnection and undertake any on-going operation and maintenance of the connected facility or any required mains extensions.

Step 5 - Connection Offer

If the project proponent wishes to proceed with the interconnection and has provided written confirmation of this intention and any evidence requested by the Service Provider in accordance with step 4, the Service Provider will provide the following legal agreements (and any others that may be required, determined on a case by case basis) as soon as reasonably practicable:

- (a) A connection offer and related Connection Agreement.

It is anticipated that the connection offer will include information pertaining to each parties' role and responsibilities, notice of any further design work required and options for the Service Provider led or proponent led construction, installation, testing and commissioning processes.

Step 6 - Construction and commissioning

Construction and commissioning will be undertaken by the responsible party, as designated in the connection offer.

Step 7 – Sign-offs prior to commencing operations

Prior to commencing operations, the Service Provider will undertake an assurance process. Project proponents will be required to assist and cooperate with the Service Provider to undertake this assurance process, and provide any information reasonably requested by the Service Provider for these purposes.

Project proponents will need to provide the results of on-site testing of all equipment (including any pipeline), to demonstrate that it has been installed correctly and it is fit for purpose.

The Service Provider will verify the on-site test results once completed and may request a right to observe any such tests, or may undertake further testing as it deems required, including but not limited to testing to check that the signals being sent to the Service Provider's control room are fully operational.

The Service Provider may require project proponents to carry out gas sampling on natural gas, raw biogas hydrogen or other gases in line with a sampling protocol to be agreed during any gas quality risk assessment meetings that occur during the design stage. The Service Provider must be satisfied (in its absolute discretion) that gas meets the quality requirements before proceeding with commencing interconnection.

The Service Provider will advise the project proponent of any sign-offs or approvals required to be obtained prior to commencing the interconnection.

Step 8 – On-going obligations

The Service Provider will carry out project financial reconciliation and provide feedback to proponents. The Service Provider may require project proponents to provide any appropriate project document records to allow completion of the reconciliation process and a project close out meeting should be held.

For the life of the interconnection, project proponents will, amongst other things, need to provide the Service Provider:

- Contact details for both emergency contact (outside of business hours) and operational contact (during business hours)
- calibration files
- planned maintenance schedule (at least annually or as otherwise agreed)
- gas sampling test results to the timescales outlined in your sampling protocol
- test results associated with the measurement equipment
- details of any unplanned outages
- responses to any inspections associated with the pipeline or facility

TIMESCALE: Project closure meetings should be carried out within 6-8 weeks of commissioning.

5 RELEVANT POLICIES

Project proponents must comply with the requirements of the Connection Agreement, any agreement entered into for the purposes of Rule 287A, any policies and procedures required by AEMO, and the following policies (where relevant):

HSE Policies

- Health & Safety Policy
- Environment Policy
- Fitness for Work Policy
- Zero Harm Principles

Available here: [AGIG Health and Safety](#)

6 HOW IS YOUR APPLICATION ASSESSED?

Interconnection applications will be assessed by the Service Provider on a case by case basis.

The primary assessment criterion is whether the interconnection is technically feasible and consistent with the safe and reliable operation of the pipeline or network and the safe and reliable supply of gas to end users.

All project proponents must also satisfy the Service Provider that it will comply with good industry practice and all standards and legislation that relate to the establishment and ongoing operation of the interconnection and any reasonable technical, safety and reliability requirements requested by the Service Provider.

7 FEES

Interconnection fees, fees for connection works and ongoing interconnection services will be calculated on a case by case basis. The terms of payment of any such fees will be set out in the relevant agreement.

If the Service Provider develops the interconnection (or a part of the interconnection), the interconnection fee will be based on the directly attributable cost of constructing, operating and maintaining the interconnection, to the extent that this is undertaken by the Service Provider, including so as to achieve a rate of return calculated in accordance with the applicable rate of return instrument (in the case of a scheme pipeline) and a commercial rate of return that reflects the pricing principles set out in rule 113Z(4) of the NGR (in the case of a non-scheme pipeline).

Payment of application assessment charges may be considered in determining applicable interconnection fees.

The NGR may also require a participant to pay other costs, particularly if an interconnecting party is not the responsible gas quality monitoring provider or responsible person for a metering installation.

8 CONNECTION AGREEMENT

Rule 39(2)(g) of the NGR requires the Interconnection Policy to set out the standard terms and conditions of any connection agreement that the Service Provider may require an interconnecting party to enter into - please see below Connection Agreement.

The Connection Agreement sets out the standard terms and conditions that AGI Tanami may require an interconnecting party to enter into.

In accordance with section 148D of the NGL, AGI Tanami and any prospective interconnecting party are required to negotiate in good faith in relation to the terms and conditions of any connection agreement. If agreement cannot be reached, either party has the right to refer an access dispute to arbitration under Chapter 5 of the NGL.

During negotiations, information requests and responses will be handled in accordance with NGR Rule 105G. Each party must comply with requests for Access Offer Information and Access Negotiation Information within 15 business days (or any longer period agreed between the parties). Neither party is required to provide information that would breach a confidentiality obligation owed to an unrelated third party or that is subject to legal professional privilege.

Any information provided during the interconnection process will be treated as confidential and must only be used for the purpose for which it was disclosed, except where disclosure is required by the NGL, NGR, a court order, or a competent regulatory body. The confidentiality provisions in the AGIG User Access Guide apply to all information exchanged during the interconnection process.

Access disputes relating to interconnection may be referred to arbitration under Chapter 5 of the NGL after the parties have made good faith efforts to resolve the dispute and have completed the information exchange steps required under NGR Rule 105G. A party must not issue an access dispute notice earlier than 15 business days after requesting the other party to provide all Access Negotiation Information.

9 OPERATIONAL REQUIREMENTS FOR INTERCONNECTED FACILITIES

Once connected, the interconnection facilities must comply with the Standing Terms provisions regarding:

- Gas quality and Out-of-Specification Gas (Standing Terms Clause 7);
- Curtailment and emergency conditions (Standing Terms Clause 13);
- Metering and data exchange (Standing Terms Clause 12);
- Nominations (Standing Terms Clause 8); and
- Imbalances (Standing Terms Clause 9).

AGIG may refuse to receive gas if:

- gas quality is outside specification;
- pressure/temperature limits are breached;
- safety or operational integrity is at risk; and
- delivery may exceed allowable capacity (Standing Terms Clause 5).

Please see APPENDIX D - STANDING TERMS AND CONDITIONS for more information.

10 CURTAILMENTS AND PRIORITY ARRANGEMENTS

Interconnected users must comply with:

- Curtailment rules in Standing Terms Clause 14 (Major Works, Planned Maintenance, Force Majeure, safety events)
- Newmont priority rights under Clause 9, which may limit available capacity to new interconnection users.

11 ONGOING COMPLIANCE, ACCESS AND AUDITS

AGIG may periodically verify that interconnected facilities are:

- operating safely
- maintaining gas quality
- meeting metering accuracy standards
- complying with SCADA, telemetry, and outage reporting obligations

AGIG may require rectification within a reasonable timeframe.

12 CONFIDENTIALITY

All information exchanged during the interconnection process is handled in accordance with:

- NGR Rule 105G (negotiation information exchange)
- Confidentiality requirements in the AGIG User Access Guide and Standing Terms
- Exceptions for regulatory, legal or safety requirements

APPENDIX C - CONNECTION AGREEMENT

AGI Tanami Pty Ltd Connection Agreement

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1 PARTIES

Parties

1. AGI Tanami Pty Ltd (ABN 21 622 012 560) (**AGI Tanami**)
Address: Level 22, 140 St Georges Terrace, Perth WA 6000
Email: notices@agiq.com.au
2. [Interconnecting Party] (ABN [** *** ** *]) (**Interconnecting Party**)
Address: [*****]
Email: [*****]

2 PURPOSE AND FRAMEWORK

- 2.1. This Basic Connection Agreement (Agreement) forms part of the Tanami Gas Pipeline (**TNP**) Interconnection Policy and is intended for use as a starting point for negotiations under the National Gas Rules (**NGR**).
- 2.2. This Agreement sets the terms on which the Interconnecting Party will establish a new physical interconnection with the TNP.
- 2.3. This Agreement must be read with AGIG's User Access Guide and Interconnection Policy for TNP, the National Gas Law (**NGL**) and the NGR, including Part 6 (pipeline interconnection principles) and Part 11 (access negotiation framework). To the extent of any inconsistency, the NGL/NGR prevail.
- 2.4. Capitalised terms used but not defined in this Agreement have the meaning given to them in the Interconnection Policy, the AGIG User Access Guide, the Standing Terms, the NGR or the NGL (in that order of priority).

3 CONDITIONS PRECEDENT

- 3.1. Commencement of this Agreement is subject to satisfaction (or waiver by the relevant Party) of each of the following conditions precedent:
 - 3.1.1. Execution of a confidentiality deed (if not already in place);
 - 3.1.2. Provision by Interconnecting Party of all requested technical data, necessary for AGIG to assess the proposed interconnection;
 - 3.1.3. Provision of acceptable prudential/security arrangements where reasonably required by AGIG; and
 - 3.1.4. Where further investigations are required, agreement between the Parties on scope, timing and reasonable costs; and any necessary extension to access-offer timeframes.

4 INTERCONNECTION WORKS AND OPTIONS

- 4.1. The Interconnecting Party will carry out the interconnection works in accordance with the pathway agreed under Clause 2 of the Interconnection Policy (Option A or Option B)
- 4.2. Options as per Clause 2 of the Interconnection Policy.
- 4.3. Standards: All Works must comply with Good Gas Industry Practice, applicable laws, relevant codes/standards, and any reasonable technical, safety and reliability requirements requested by AGIG.

- 4.4. Cost basis (AGIG-developed Works): Interconnection fees charged by AGIG will be based on directly attributable costs (including metering/gas quality monitoring where applicable) and a commercial rate of return consistent with the NGR for non-scheme pipelines.

5 LOCATION, SCOPE AND OWNERSHIP

- 5.1. To be determined once as per FEED Proposal in AGIG User Access Guide.

6 TECHNICAL REQUIREMENTS (GAS QUALITY, PRESSURE, TEMPERATURE, METERING)

- 6.1. Gas injected into TNP must comply with TNP operating specifications (gas quality/operating envelope), including limits for CO₂, inerts, Wobbe, sulphur, oxygen, water and hydrogen dewpoint, and applicable pressure/temperature at the point, as published in TNP standing terms/operating specifications.
- 6.2. Metering and gas quality monitoring must comply with AGIG standards; metering design/testing/calibration and data exchange requirements are set out in Schedule 2 (Metering & Telemetry).

7 APPROVALS, ACCESS AND SAFETY

- 7.1. Each Party is responsible for securing its required approvals and land access rights.
- 7.2. The Parties will comply with WHS/safety legislation, AGIG site rules, and agreed method statements. Lock-out/tag-out, ESD, permit-to-work and isolation/energisation controls are described in Schedule 3 (HSE & Access Protocols).

8 COMMISSIONING AND HANDOVER

- 8.1. Commissioning plans and acceptance criteria are set out in Schedule 4 (Commissioning).
- 8.2. No gas may be injected until AGIG issues a written "Ready for Gas"/commissioning acceptance for the interconnection.

9 OPERATIONS, CURTAILMENT AND PRIORITY

- 9.1. Operations must not compromise pipeline integrity or the safe and reliable supply of gas to end users. AGIG may refuse receipt/delivery if safety, integrity, or specifications would be compromised.
- 9.2. Curtailment/emergency procedures follow AGIG standing terms and the Interconnection Policy; existing shipper priorities (e.g., Newmont priority where applicable) prevail where notified to the Interconnecting Party. AGIG will, upon request, provide the Interconnecting Party with reasonable information regarding the extent to which existing priority rights may constrain available capacity at the proposed interconnection point, to enable the Interconnecting Party to make an informed commercial decision.

10 CHARGES AND PAYMENT

10.1. Interconnection fees (design review, construction oversight, commissioning support, SCADA integration, AGIG works, etc.) are as per Schedule 5 (Pricing & Fees) and based on NGR principles for cost attribution and commercial return where AGIG develops works.

10.2. Invoices are payable within [20] business days of date of invoice; interest applies to late payment at [Default Rate].

11 PRUDENTIAL REQUIREMENTS AND INSURANCE

11.1. The Interconnecting Party will provide acceptable credit support if reasonably required (e.g., parent guarantee, letter of credit).

11.2. Each Party maintains customary insurances for such works/operations – details in Schedule 6 (Insurance & Prudential Terms).

12 INFORMATION EXCHANGE AND CONFIDENTIALITY

12.1. During negotiations and after execution, the Parties will exchange information consistent with NGR Rule 105G (Access Offer / Access Negotiation Information), subject to third-party confidentiality and legal professional privilege; responses within 15 business days unless otherwise agreed.

12.2. Confidentiality follows the Interconnection Policy/UAG confidentiality provisions and law/regulator requirements.

13 DISPUTES AND ARBITRATION

13.1. Disputes will first be negotiated in good faith (NGL s148D).

13.2. If unresolved, either Party may refer an access dispute to arbitration under Chapter 5 of the NGL (as applicable).

14 CHANGE IN LAW

14.1. If a change in law materially affects costs/obligations, the Parties will negotiate in good faith necessary adjustments; unresolved issues may be referred to arbitration under clause 13 of this Agreement.

15 LIABILITY AND INDEMNITY; FORCE MAJEURE

15.1. Each Party is responsible for its Facilities; mutual indemnities for third-party claims caused by breach or negligence; exclusions for consequential loss to the extent permitted by law.

15.2. Force Majeure applies to the extent performance is prevented; notification and mitigation required.

16 TERM AND TERMINATION

Term: from execution until termination under this clause:

16.1. Either Party may terminate for:

- (a) failure of conditions precedent not remedied within specified time;
- (b) material breach not remedied after notice;
- (c) extended Force Majeure; or
- (d) mutual agreement.

16.2. Termination does not affect accrued rights or obligations (including invoices and confidentiality).

17 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Northern Territory and courts of appeal from them

18 NOVATION

Neither Party may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except that a Party may assign to a Related Body Corporate (as defined in the Corporations Act 2001 (Cth)) without consent provided that Party remains liable for the assignee's obligations

19 NOTICES

A notice or other communication under this Agreement must be in writing, addressed to the recipient at the address (or as otherwise notified), and is taken to be received:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid post, on the third Business Day after posting; or
- (c) if sent by email, when the sender receives an automated delivery receipt or confirmation of receipt from the recipient

20 EXECUTION

EXECUTION

EXECUTED as an agreement

Executed by **[AGI Tanami Pty Ltd]** by its duly appointed officer in the presence of:

Witness signature

Officer signature

Witness full name
(BLOCK LETTERS)

Executed by **[Interconnecting Party]** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Officer full name and title
(BLOCK LETTERS)

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

21 SCHEDULES (TO BE INCLUDED ONCE AGREEMENT IS CONCLUDED)

Schedule 1 – Scope & Drawings; Ownership Boundaries

Schedule 2 – Metering & Telemetry Requirements

Schedule 3 – HSE & Access Protocols

Schedule 4 – Commissioning & Acceptance Criteria

Schedule 5 – Pricing & Fees; Invoicing; Indexation (if any)

Schedule 6 – Insurance & Prudential Terms

Schedule 7 – Notices (addresses of services)

APPENDIX D - STANDING TERMS AND CONDITIONS

These Standing Terms and Conditions apply to pipeline services on the TNP and are published to satisfy the transparency requirement for non-scheme transmission pipelines. They are drafted to align with the NGR, including Part 10 (standing terms publication), Part 11 (access negotiation framework) and the NGL good-faith negotiation and arbitration provisions.

Please refer to the Shipper Contract (Standing Terms) draft template agreement published on the AGI Tanami Website, which can be located here: [Tanami Gas Pipeline | AGIG](#)