1. FORM OF ACCESSION AGREEMENT

**PARTIES**

**Australian Energy Market Operator Limited** ABN 94 072 010 327 of Level 22, 530 Collins Street, Melbourne, Victoria 3000 (“**AEMO**”)

and

**[Agent Participant name]** ABN **[number]** of **[registered address]** (“**Agent Participant**”)

and

**[New Appointing Participant name]** ABN **[number]** of **[registered address]** (“**Applicant**”)

**RECITALS**

A AEMO has established and operates the Capacity Auction under the National Gas Rules and the Auction Procedures.

B The Agent Participant and its Appointing Participants are party to an auction agreement with AEMO dated [***inset date***] (**Auction Agreement**) setting out the terms and conditions for participation in the Capacity Auction.

C The Applicant wishes to become another Appointing Participant of the Agent Participant.

D AEMO has agreed to accept the Applicant as an Appointing Participant of the Agent Participant in consideration for the Applicant agreeing to become a party to and be bound by the Auction Agreement on the terms of this agreement.

**AGREEMENT**

The Applicant, the Agent Participant and AEMO agree as follows:

**1. Interpretation**

(a) Capitalised words used in this agreement have the meaning given to them in the Auction Agreement unless otherwise defined in this agreement.

(b) The Effective Date is the date of execution of this agreement by the last of the parties to execute it.

(c) The rules of interpretation in the Auction Agreement apply to the interpretation of this agreement.

(d) This agreement and the Auction Agreement shall be read and construed as one document.

**2. Admission and agreement to be bound**

* 1. AEMO agrees to the Applicant becoming a party to the Auction Agreement with effect from the Effective Date.
  2. The Agent Participant on behalf of itself and its Appointing Participants agrees to the Applicant becoming a party to the Auction Agreement with effect from the Effective Date.
  3. The Applicant accepts its admission as a party to the Auction Agreement with effect from the Effective Date and agrees to perform and to be bound by the Auction Agreement as it may be amended, supplemented or replaced from time to time.

**3. Other matters**

* 1. The liability of each party with respect to any breach of this agreement or the Auction Agreement shall be governed by the terms of the Auction Agreement.
  2. This agreement is governed by and shall be construed in accordance with the laws of Queensland.
  3. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland in connection with matters concerning this agreement and the Auction Agreement.
  4. 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.
  5. 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.
  6. 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.

**EXECUTED** as an agreement.

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| **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 Agent Participant]** in the presence of: |
|  |
| Signature (Witness) |  | Signature |
|  |  |
| Print Name (Witness) | Print Name |
|  |  |  |
| Date: |  | Date: |

|  |
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| **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 agreement under a power of attorney declares and warrants that the person is not aware of any fact or circumstance that might affect the person’s authority to do so under that power of attorney.