**Process Deed Poll**

Date 2024

Parties

This deed poll is made in favour of the State of Western Australia as represented by the Department of Energy, Mines, Industry Regulation and Safety (**State**).

By:

|  |  |
| --- | --- |
| Proponent | (Entity name)  (ACN)  (Address) |

Recitals

The Proponent executes this deed poll in connection with its application for consideration of Priority Project status as outlined in the Guidelines.

Operative terms

# Definitions and interpretation

In this deed poll capitalised terms that are used but not defined in this deed poll have the meaning given in the Guidelines.

## Definitions

1. **Application** means the application form submitted by the Proponent in connection with Priority Project status in accordance with the Guidelines.
2. **Guidelines** means the Priority Project Guidelines Pilbara Energy Transition issued on 13 September 2024.
3. **Related Bodies Corporate** has the meaning in section 50 of the *Corporations Act 2001* (Cth).

## Interpretation

### In this deed poll the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

### headings and subheadings are for convenience only and do not affect the interpretation of this deed poll;

### words denoting the singular include the plural and words denoting the plural include the singular;

### where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

### the word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any government agency, whether or not it comprises a separate legal entity;

### references to clauses are references to clauses of this deed poll;

### specifying anything in this deed poll after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary;

### a reference to conduct includes an omission, statement or undertaking, whether or not in writing; and

### no provision of this deed poll will be construed adversely to a party because that party was responsible in any way for the preparation of any part of that provision or this deed poll.

# Benefit

### The Proponent agrees that this deed poll is provided:

#### on its own behalf and on behalf of any other partners or consortium members named in the Application and its and their Related Bodies Corporate;

#### in favour of the State.

### All representations, warranties, obligations and liabilities of the Proponent under this deed poll apply equally to the Proponent and each partner of consortium member named in the Proponent’s Application and each of its and their Related Bodies Corporate, jointly and severally.

### References to the Proponent in this deed poll include all partners or consortium members named in the Proponent’s Application and each of its and their Related Bodies Corporate.

# Application

### The Proponent:

#### agrees and represents to the State that it agrees to be bound by and has complied with all terms and conditions of the Guidelines, including the process conditions in section 10 of the Guidelines;

#### represents and warrants that all information provided to the Government of Western Australia or the State in its Application is complete, accurate and current and is not false or misleading;

#### agrees to enter into negotiations with the State as to the terms of a “corridor development agreement” on the basis of its Application should it be awarded Priority Project status;

#### acknowledges and agrees that:

##### the State is not obliged to make any recommendations to the Clean Energy Finance Corporation (CEFC) with regard to Rewiring the Nation funding; and

##### if the State does make a recommendation any negotiation of financing arrangements with the CEFC is to be undertaken by the Proponent directly with the CEFC.

### The Proponent represents and warrants that:

#### it has declared any perceived or existing conflicts of interest in its Application as required by the Guidelines;

#### it has not engaged in any collusion, anti-competitive conduct or any other similar conduct with any other person in relation to:

##### any aspect of its project;

##### the preparation and submission of its Application, or the application of any other person responding to the Guidelines or participating in the process under the Guidelines; or

##### the conduct of negotiations between the State and the Proponent in relation to its project;

#### it has not sought to obtain any advantage for itself, or any other person, by seeking information in relation to the process set out in the Guidelines other than through the means set out in the Guidelines; and

#### it will not bring any claim against the State arising out of, or in connection with, the State’s conduct of the process as set out in the Guidelines.

### The Proponent releases the State from all claims for any liability incurred by the Proponent arising out of, or in connection with, its participation in, or the conduct of, the process as set out in the Guidelines.

# Priority Project Status and Reporting

### The Proponent agrees that if its project is awarded Priority Project status, its project will be required to be compliant with all relevant laws and regulations and will be required to specifically comply with the following in order to obtain and maintain Priority Project status:

#### Pilbara Networks Access Code – as a covered network;

#### Pilbara Networks Rules; and

#### future iterations of legislation related to covered networks in the Pilbara.

### The Proponent agrees that if its project is awarded Priority Project status, the Proponent must submit progress reports to the State as outlined in the Guidelines.

# No warranty

The Proponent agrees that the State (except to the extent otherwise required by law) does not:

### make any warranty or representation, assume any duty of care or accept any liability, with respect to the completeness, accuracy or adequacy of the Guidelines; and

### make any warranty or representation as to the exercise or non-exercise of any executive or statutory discretion, right or power in connection with the Guidelines or the process set out in the Guidelines.

# Indemnity

The Proponent indemnifies the State and keeps the State indemnified against all costs, expenses, actions, losses or damages of any nature that the State suffers, incurs or sustains in connection with any breach of the terms of this deed poll by the Proponent.

# Survival

This deed poll survives the termination or expiry of the process set out in the Guidelines.

# Governing law

### This deed poll is governed by the law in force in Western Australia. Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll.

Executed as a deed poll

|  |  |  |
| --- | --- | --- |
| **Signed, sealed and delivered by**  **(insert proponent name)**  **ACN** (**insert)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by | )  )  ) |  |
|  |  |  |
| Signature of Director |  | Signature of Director/Company Secretary  (Delete title which does not apply) |
|  |  |  |
| Print name in full |  | Print name in full |