



LYON GROUP

EXPRESSION OF INTEREST (EOI) STAGE 1 PREQUALIFICATION

for

BATTERY MARKET FACING SERVICES

Energy Storage Projects

Date of Issue: 20 June 2017

EXPRESSION OF INTEREST ENQUIRES

Enquiries concerning this EOI Prequalification should be made to the Lyon Group representative:

Mr Matthew Rowe

Telephone: +61 (0)421 914 208

Email: lyon.battery.eoi@lyoninfrastructure.com

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1. Introduction – Context & Purpose

The Lyon Group (Lyon) are developers of utility scale integrated grid connected renewable and energy storage projects and the first to develop a grid connected utility scale solar PV and battery storage project in Australia connected to the National Electricity Market (NEM).

Lyon is progressing a number of large, centralised battery energy storage projects in Australia (the Projects) connected to the NEM, and is intending to seek expressions of interest (the EOI) for the market facing services that may be available from the Projects once constructed and operating. Parties will direct and be provided these Services, while Lyon, with other entities, will retain Project ownership and undertake operations and maintenance.

This is the first in a series of new and innovative energy storage products being developed by Lyon in conjunction with its leading global battery and battery management system partners for the Australian market. Over time Lyon will bring to the market offerings that include the next tranche of utility scale integrated projects; a number of new products for risk management and market services; and grid connected standalone battery projects.

The key Services that form the basis of the EOI – which will be termed the **Market Services** – are market facing services and include but are not limited to: Energy Arbitrage; Frequency Control Ancillary Services (FCAS); Market Caps; Network Control and System Restart Ancillary Services (NCSRAS); Marginal Loss Factor (MLF); and Firming capacity.

Regulated Services do not form part of the EOI, but may form part of the stack of services offered at a later date.

This document represents the first stage of the EOI which is intended to be undertaken in three Stages:

Stage 1 is the advertisement and release of this Prequalification document (the EOI Prequalification), the response and then prequalification of interested parties to reach a Stage 1 Shortlist of parties that may be invited to take part in both an EOI Briefing, and Stage 2 of the process.

Stage 2 is the release of an Expression of Interest document (the EOI Document) to the Stage 1 Shortlist which will provide specific detailed information requesting formal responses (the EOI Respondents), an outline of likely terms, and clear selection criterion to create a Stage 2 shortlist of parties who may be invited to take part in Stage 3 of the process.

Stage 3 may involve negotiations with shortlisted EOI Respondents potentially leading to contracts for Services from the batteries (the Contracts). Stage 3 may involve the seeking of formal Final Proposals, a decision which will be based on negotiation outcomes.

This is believed to be the first EOI of this type in Australia and neither the process nor eventual Contract has an exemplar. There is still uncertainty in how large battery systems best fit into the NEM, and in taking part in this process, respondents should note that the provision of Services will need to meet requirements set out in the National Electricity Laws, the National Electricity Rules, and related procedures or policies as appropriate.

In preparing documentation for the EOI, Lyon has assumed that the Projects will be required to register as a Scheduled Market Generator. That may alter depending on how the battery is being ultimately used. Engineering design of each of the Projects is also influenced by the Services that are contracted and hence a degree of iteration is required to optimise the assets. Such iteration is expected to occur in Stage 3.

Despite its intentions to enter into subsequent Stages of the EOI and Contracts as a result of progressing the EOI, nothing in this document obliges Lyon to enter into such Stages or Contracts and any such Contract may be for the provision of one or more Services and may be entered into with a number of counterparties.

2. Background

2.1 Battery Energy Storage in the NEM & Services Expected

Battery energy storage is emerging as a potential new technology option in the NEM which can provide a range of both regulated (network) and un-regulated (market) services. While Governments are moving to undertake tenders to source services from batteries, those tenders do not make the services available to the market.

The key Services that form the basis of the EOI – which will be termed the Market Services – are market facing Services and those available are as follows¹:

- Energy Arbitrage – the time-shifting of energy from periods of low price (battery charging) to a period of high price (battery discharging) typically undertaken on a 1 or 2 battery cycle process in a normal day in response to dispatch and charge signals
- Frequency Control Ancillary Services (FCAS) – either FCAS contingency raise or lower services in the 6 second, 60 second and 5 minute markets in response to system frequency deviations
- Market Caps – the ability to provide MWh at times of high nodal market prices ultimately triggered through dispatch
- Network Control and System Restart Ancillary Services (NCSRAS) – including voltage control, network loading and transient and oscillatory stability ancillary services
- Marginal Loss Factor (MLF) Services – where the operation of the battery influences positively the MLF at a local generator or load, which may be recoupable through a separate contract with those entities
- Firming capacity for new renewable energy generation, as suggested in the Finkel Review through a mechanism yet to be determined

Other Market Services may be possible.

Several issues are also emerging which may increase battery storage value. These include system security and reliability issues, where batteries can provide very fast response generation (a form of “virtual inertia”) as both a source and sink. Also, as they are relatively portable, unlike other energy storage forms, batteries can be placed at strategic locations to offer increased network value by deferring capital expenditure. Other added value is possible.

While Lyon is interested in maximising battery value and intends to build assets with such technical flexibility, for the EOI it is assumed that no Regulated Services will be provided given that such are likely to be reliant on formal regulated investment tests which will not align with current project schedules. This is something that Lyon may pursue in the future, and eventual EOI Respondents will be encouraged to consider and suggest ways in which such Regulated Services may be approached.

¹ The availability of particular Market Services is also dependent on relevant parties (including Lyon) holding all relevant registrations (including AFSL licenses) or exemptions.

Various Governments and other bodies have been considering conducting their own procurement processes to provide greater energy security to the grids in their respective jurisdictions. Any such services provided by a Project to Government (Government Services) do not form part of this EOI but may influence the final engineering and design of that Project and the manner in which it is operated in addition to that Project providing other Services.

Market Services to be provided by a particular Project will be determined by the final engineering design which itself will be determined by the EOI Respondent's preferences for contracts. Eventual EOI Respondents will need to consider what services are suitable in any responses within the technical and commercial limitations that will be outlined in the EOI Document.

2.2 Lyon Battery Energy Storage Projects & Their Delivery Schedules

Lyon's team members are experienced developers with a background in most forms of electricity generation including baseload coal, gas, wind and solar. In the development of utility scale integrated renewable and battery storage projects Lyon was the first to:

- Develop a utility scale grid connected integrated solar and battery storage project designed and developed for the Australian market
- Progress an integrated solar PV and battery storage project with a Distribution Network Service Provider (DNSP) in Australia
- Develop battery storage performance standards and have these reviewed and accepted by a Transmission Network Service Provider (TNSP) and AEMO
- Negotiate a Power Purchase Agreement with a retailer providing uplift for battery storage dispatch control
- Offer services from three separately located batteries across the NEM that can potentially be integrated for dispatched purposes
- Offer offtake from utility scale grid connected integrated solar and battery storage projects dispersed within the NEM

Lyon's global battery storage partners are the recognised leaders in the design and deployment of energy storage. Lyon only utilises 1st tier equipment and provides class leading warranties and performance guarantees.

The projects offered for the EOI will be centralised facilities connected at transmission or distribution level. These are not urban battery systems with distribution level connections, nor are they behind the meter solutions or decentralised aggregated "virtual" assets.

Each will be at a single location with the basic configuration consisting of battery elements housed either in air-conditioned containers or a purpose built air-conditioned building. Each facility is expected to be permanently staffed but will run at most times in automatic mode, connected to the NEM through tariff class import and export metering and to control centres through high reliability communications.

Within each facility, a Power Conversion System (PCS) will link the batteries to a grid connection point for both charging and discharging. An on-site Automatic Control System will provide interface and control capability through secure communications to remote parties, while monitoring and controlling the internal operation of the facility.

Projects will be designed up to a 20 year lifetime. It is intended that the battery elements will be augmented to maintain battery storage capacity and both discharge and charge rates at nameplate for this lifetime.

AES Energy Storage Advancion[®] Li-ion technology is our intended and preferred provider based on their experience and successful track record deploying projects internationally – more on AES Energy Storage can be found at <http://aesenergystorage.com/>.

Lyon is the key developer of these Projects and has engaged with a number of core partners who form the broader project development and delivery team, shown in Figure 1.

Assets will be owned by Lyon with a major foreign industry participant, with each Project held within a special purpose vehicle (SPV). It is possible that other parties may have financial interests in the final Project. Each SPV would be expected to be the counterparty to each Contract.

Table 1 indicates the current portfolio of battery projects being developed by Lyon, their basic engineering parameters and current nominal Commercial Operations Date (COD).



Figure 1 Parties within the Owners Team, and for Construction & Operations

Project Name	Location	MW _{pk} ²	MWh ³	Nominal COD date
Riverland	10km NE of Morgan, South Australia	100	400	Q1 2018
Nowingi	35km South of Redcliffs Terminal Substation, Victoria	80	160	Q1 2018
Cape York	3km south of Lakelands, Queensland	20	80	Q1 2018

Table 1 Lyon Battery Energy Storage Projects, location, basic parameters and nominal COD dates (battery).

Projects are planned to be sited adjacent to new solar photovoltaic (PV) installations, sharing a common Bus. The intention is for the storage facility to be separately owned, with the possibility of a separate contract for supply of solar generated electricity to the battery in a way which optimises the commercial operation of the two facilities. While these PV installations are separate to the EOI, responding parties are also asked to indicate in their response to this EOI Prequalification whether an offtake from the solar generation plant is of interest.

Figure 2 indicates an example of the basic connection arrangements between the solar and battery projects envisaged, here for the Riverland project in South Australia. Present discussions with AEMO, and EOI Stage 3 negotiations, may both result in changes to Figure 2 so this schematic is indicative only.

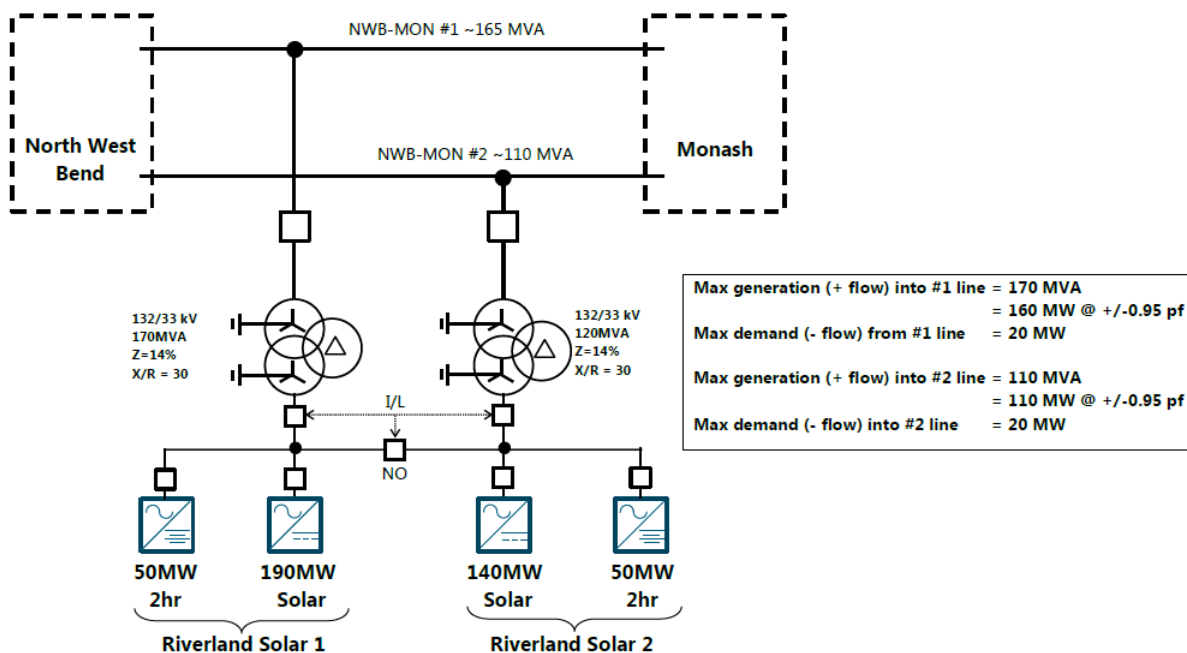


Figure 2 Indicative connection arrangement envisaged, battery and solar, for the Riverland Project together with basic energy and power values. Note values are nominal. This arrangement is subject to consultation with AEMO, and may change.

² Average peak – short duration peaks will exceed this value, depending on final PCS chosen

³ Total available storage – actual available will depend on any depth of discharge and cycling limitations, and availability to supply service requested in terms of control hierarchy & any Government Service status

2.3 Basic Commercial Construct Intended for Market Facing Services

It is intended that the Contracts will involve two different commercial constructs which deal with the way Government and Market services are run from the same asset, and how Services are operated. These can be described as the Combined Services Model (CSM) or the Separate Services Model (SSM), which will be explained at the EOI Briefing Session (see Section 3.1).

The commercial model intended has the contractor directing and being provided Services from a Project and paying a fee for this under the contract. Multiple parties may have a relationship with a single Project, so it is possible that multiple parties have contracts with that project. An alternative is that only one party has access to the full Project capability. This concept will be outlined also at the EOI Briefing Session.

Consideration of Regulated Services is not expected to delay the execution of arrangements for Market Services.

In Stage 2 of the EOI, the EOI Document will include commercial terms for consideration.

3. The Battery Expression of Interest (EOI) Process

3.1 EOI Stages

Lyon is intending to undertake the EOI in stages, described below, with the targeted date (and time if relevant) for each component given in Table 2.

Activity	Planned date (any time shown is EST)
Publicise EOI process	20 June 2017
Stage 1 – EOI Prequalification Prequalification Interest Form – Closing Date Prequalify and Notify Parties EOI Briefing Session(s)	5:00pm 26th June 2017 4 July 2017 11-18 July 2017
Stage 2 – Formal EOI & Release of EOI Document	Initiated by end July 2017
Stage 3 – Negotiation Potentially Leading to Contract	Contract(s) in place by October 2017

Table 2 Intended EOI process timetable

3.1.1 Stage 1 - Prequalification

Lyon will advertise broadly the EOI Prequalification process and interested parties will download the EOI Prequalification Document.

Parties receiving this documentation and interested in being considered for prequalification are asked to complete the Prequalification Interest Form, given in Attachment 1, by the Closing Date in Table 2. Forms are to be lodged electronically (pdf format preferred) with the Lyon representative given on page 2.

Lyon will assess and prequalify responding parties based on the submitted Prequalification Interest Forms, using the following broad categories:

- NEM position and experience
- Compatibility or suitability as counterparty to Lyon
- Current position with respect to energy storage
- Counterparty risk

As part of this pre-qualification process, parties may be contacted by Lyon or their representative.

A Stage 1 shortlist will be selected and invited to the EOI Briefing Session(s), the purpose of which is to:

- Provide updated information on the Projects, their status and schedule
- To provide more information on the expected contracting approach
- To provide technical information in regards to the Projects (by AES Energy Storage and Advisian)
- To provide an overview of the Regulatory position of the assets and status of discussions with AEMO (by Advisian)
- To allow for questions and answers
- To update parties on the EOI process from there

The location of these EOI Briefing Session(s) will be determined based on the preference of those parties shortlisted, but will likely be held in a capital city or cities. Attendance at this Workshop is not compulsory and costs to attend incurred by parties will be their sole responsibility.

3.1.2 Stage 2: Formal EOI & Release of EOI Document

In Stage 2, Lyon is intending to request formal EOI proposals from the Stage 1 Shortlist, and will issue an EOI Document for this purpose. This further EOI document will:

- Provide the process and timeline for seeking and evaluating information from EOI Respondents
- Describe in more detail the expected commercial construct, including basic term sheets
- Provide more information in regards to technical parameters of the Projects
- Describe what information is sought from EOI Respondents, and in what form
- Describe the criteria on which it plans to shortlist the EOI Respondents for potential further negotiation in Stage 2

Note that before receiving the EOI Document, Stage 1 Shortlisted parties may be asked to sign a Confidentiality Agreement. The likely form of the Agreement is given in Attachment 2.

3.1.3 Stage 3: Negotiation Potentially Leading to Contract(s)

Lyon is intending to enter into detailed negotiations with shortlisted EOI Respondents to potentially identify a contracting party or parties to acquire Services from one or more Projects. It has not been decided whether a formal Request for Proposal will be undertaken during this Stage, but this will be determined based on negotiation outcomes.

3.2 Discussion with Proponents

Lyon may at any time and in its sole and absolute discretion engage in, or cease, discussions, seek clarification or further information from or enter into, or cease, negotiations with any responding party or EOI Respondent.

3.3 Shortlisting Notification

Responding parties will be notified via telephone and/or email whether they have been shortlisted for consideration for further EOI Stages, should they proceed.

3.4 Submissions

All submissions in response to this EOI Prequalification Document should be submitted electronically to the Lyon representative indicated on page 2, and clearly marked confidential.

3.5 Late Submissions May be Rejected

Lyon may, in its absolute discretion, consider or not consider an EOI Prequalification submission which is received after the Closing Date.

3.6 Amending Submissions

Responding parties may not amend their submission after the Closing Date except with Lyon's prior written consent. Lyon is not obliged to receive or consider further information, whether written or oral, from any responding party concerning a submission after the Closing Date.

4. Key Abbreviations

COD	Commercial Operations Date
CSM	Combined Services Model
DNSP	Distribution Network Service Provider
EOI	The Expression of Interest
ESD	Energy Storage Device
FCAS	Frequency Control Ancillary Services
Lyon Group	Lyon Battery Storage Pty Ltd, its related bodies corporates and affiliates
NCSRAS	Network Control and System Restart Ancillary Services
NEM	National Electricity Market
NTP	Notice to Proceed
MLF	Marginal Loss Factor
PCC	Battery Point of Common Coupling
PV	Solar Photovoltaic generation
SCCS	System Critical Contingency Services
SSM	Separate Services Model
TNSP	Transmission Network Service Provider

Attachment 1: Prequalification Interest Form

Proponent Interest Form	
EOI Prequalification Title:	Lyon Battery Energy Storage Services – Market Facing Services
Closing Date/Time:	5.00 pm (EST) on 26 June 2017
Addressed to:	Mr Matthew Rowe Advisian Level 17, 141 Walker Street, North Sydney, NSW, 2060 Ph. +61 (0)421 914 208 Email: lyon.battery.eoi@lyoninfrastructure.com

1. Company Details	
Trading Name	
Registered Business Address	
Parent Company Details, if relevant	
Business Registration Number	ABN or equivalent: ACN or equivalent:
What is the primary nature of the business?	
Major Australian Shareholders & % Equity	
Major Overseas Shareholders & % Equity	
Company Subsidiaries (if any) which are Related to Electricity Retailing	
Company Subsidiaries (if any) in battery energy storage technology or project development	
Any Relevant Australian Industry Membership (such as those related to energy storage)	
Years of Electricity Retail Business experience	Australia (NEM) years: Overseas years:
Approximate turnover (AUD/year)	

2. Specific Prequalification Questions

In brief terms, describe your current position in and experience with the NEM.

Describe in general terms why you would be a suitable counterparty with Lyon.

What is your current interest(s), if any, in energy storage? Please make clear the Services you are interested in.

Are you interested in combining this EOI with a potential position (offtake) with the solar components of the Projects? (strikeout non-preference)

YES/NO

Please indicate your preference for an EOI Briefing Session location (strikeout non-preferences)

Sydney

Adelaide

Melbourne

Brisbane

3. Respondent’s Contact Details

Proponent Contact Details	Name: Email: Telephone: Mobile:
Alternate Proponent Contact Details	Name: Email: Telephone: Mobile:

4. Signatures

By submitting and signing this Submission the party acknowledges understanding and confirms agreement to the requirements described in this EOI Prequalification Document.

Dated this day of 2017

Signature for the Respondent:	<i>[Insert signature of Proponent’s Responsible Officer]</i>
Name of Signatory for the Respondent:	<i>[Insert name of Proponent’s Responsible Officer; please print]</i>
Title of Signatory for the Respondent:	<i>[Insert title of Proponent’s Responsible Officer]</i>
Contact details of Signatory for the Respondent:	Name: Email: Telephone: Mobile:

Attachment 2: Form of Confidentiality Agreement – EOI Stage 2

This is provided for information only so that interested parties will be aware of the form of Confidentiality Agreement that they will be required to execute in moving to EOI Stage 2. It is not required for this EOI Stage 1 Prequalification.

Confidentiality Deed Poll

Date of Deed Poll

2017

Parties

LYON DETAILS

Name Lyon Battery Storage Pty Ltd as Trustee for the Lyon Battery Storage Unit Trust (Lyon)
ACN 550 692 471
Address for Notices 2/370 Queen St, Brisbane, PO Box 2243, Ascot, QLD, 4007, Australia
Contact Person David Green

AES DETAILS

Name AES Energy Storage, LLC (AES)
Address for Notices 4300 Wilson Blvd, Suite 1100, Arlington VA 22203
Contact Person []

RECIPIENT DETAILS

Name (Recipient)
ABN
Address for Notices
Contact Person

Recitals

Lyon has invited Recipient to participate in Lyon's Battery Market Facing Services EOI with the potential to entering into a commercial arrangement (the **Proposal**).

Lyon and AES may wish to disclose information in connection with the Proposal on a confidential basis on the terms and conditions of this deed poll.

Deed Poll

[CHOOSE CORRECT ALTERNATIVE]

Executed as a deed in accordance with section 127
of the *Corporations Act 2001* by []:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Signed, sealed and delivered by Recipient by its
Attorney in the presence of:

Attorney

Witness

Print Name

Print Name

1. Confidentiality Obligations

Recipient must:

- keep the Confidential Information secret and confidential;
- not access, use or reproduce the Confidential Information for any purpose other than the Permitted Purpose, nor assist or permit any other person to do so;
- not disclose the Confidential Information to any person except as permitted under this deed poll;
- procure that its Representatives keep the Confidential Information secret and confidential;
- not make, or permit or cause to be made, copies of or extracts of, or notes or memoranda based on, all or any part of the Confidential Information other than for the Permitted Purpose; and
- take all steps reasonably necessary to safeguard the Confidential Information from unauthorised access, use or disclosure.

Recipient may only disclose the Confidential Information:

- to its Representatives to the extent they need to know the Confidential Information for the Permitted Purpose. Recipient is liable for any unauthorised access, use or disclosure by its Representatives of the Confidential Information;
- if disclosure is required by law, court order, a government agency or the rules of any stock exchange, provided that it first notifies Lyon and AES of the required disclosure where lawful or reasonably practicable; or
- with the prior written consent of Lyon and AES as to their respective Confidential Information.

Recipient acknowledges that monetary compensation may not be a sufficient remedy for any breach of this deed poll and that a party may seek and obtain specific performance or injunctive relief as a remedy for any breach or threatened breach of this deed poll, in addition to any other remedies available at law or in equity.

The obligations of confidentiality imposed by this deed poll begin on the date when this deed poll is signed by Recipient and continue in force until the earlier of:

- (a) all of the Confidential Information is readily available in the public domain;
- (b) the date which is 2 years from the date of this deed poll; or
- (c) agreement in writing by both Lyon and AES as to their respective Confidential Information.

2. Return of Confidential Information

- 2.1 Recipient must (and must ensure that each of its Representatives does), immediately on demand by Lyon or AES, cease to use or make any further disclosure of any of the Confidential Information, including use or disclosure for the Permitted Purpose.
- 2.2 Subject to clause 2.4, Recipient must, within 5 days of a request by Lyon or AES and at its own expense, return to Lyon and AES, or at the option and direction of the Lyon and AES destroy, all copies of the Confidential Information in its and its Representatives' possession, power or control.
- 2.3 Recipient's obligations under this clause 2 extend to all documents, notes, memoranda, reports, models and other material (in any form) which reproduce, extract or contain any of the Confidential Information or any information which is based upon, referable to or sourced in whole or in part from the Confidential Information.
- 2.4 Nothing in this clause 2 prevents Recipient or any of its Representatives from retaining, or requires Recipient or any of its Representatives to return or destroy:
 - (a) such Confidential Information (including documents, notes, memoranda, papers, reports, models, records, disks and any other material (in any form) which reproduce, extract or contain any of that

Form of Confidentiality Agreement to be used in EOI Stage 2

Confidential Information or any information which is based upon, referable to or sourced in whole or in part from that Confidential Information) as it is required to retain in accordance with or for the purpose of compliance with any relevant:

- (i) law, court order or rule or requirement of any stock exchange or government, semi-government, statutory, administrative, judicial, fiscal, regulatory or self-regulatory agency, body or authority; or
 - (ii) corporate governance, insurance or internal audit requirements; or
 - (b) its board papers or the papers of any investment or other board committee, or the minutes of its board or the minutes of any investment or other board committee; or
 - (c) documents that are created or retained by any advisers (including legal, tax, accounting and financial advisers) where those documents are required to be held, or it is the usual practice of the adviser or financier to hold those documents, for the purposes of any relevant professional standards, practices, codes or insurance policies applicable to the relevant adviser or financier; or
 - (d) Confidential Information (including documents, notes, memoranda, papers, reports, models, records, disks and any other material (in any form) which reproduce, extract or contain any of that Confidential Information or any information which is based upon, referable to or sourced in whole or in part from that Confidential Information) which is stored in electronic backup tapes or records.
- 2.5 The return or destruction of the Confidential Information does not release Recipient from its other obligations under this deed poll.

3. Acknowledgements and Disclaimers

- 3.1 Neither Lyon nor AES represents or warrants that its Confidential Information is accurate, complete, up to date or fit for any particular purpose. Recipient must make its own assessment of the Confidential Information and must satisfy itself as to its accuracy and completeness.
- 3.2 Recipient acknowledges and agrees that there is no obligation to notify Recipient if Lyon or AES becomes aware of any inaccuracy, incompleteness or change in any of the Confidential Information.
- 3.3 No party is obliged to enter into any further agreement or discussion with any other party as to the Proposal or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this deed poll.
- 3.4 Nothing in this deed poll may be construed as granting or conferring on any party any proprietary rights, licences or other rights in any of any other party's Confidential Information or Intellectual Property.

4. General

- 5.1 This deed poll is governed by the laws of Queensland. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.
- 5.2 A failure to exercise or a delay in exercising any right, power or remedy under this deed poll does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on a party granting that waiver unless made in writing.
- 5.3 Any provision of this deed poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this deed poll nor affect the validity or enforceability of that provision in any other jurisdiction.
- 5.4 The rights, powers and remedies provided in this deed poll are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.
- 5.5 All notices and consents must be in writing signed by a sender's contact person or other authorised person, marked to the attention of the recipient's contact person and sent to the addresses for notices specified on the

Form of Confidentiality Agreement to be used in EOI Stage 2

front page of this deed poll or as otherwise notified. Notices must not be sent by email. Notices sent by hand are taken to be received when delivered, notices sent by post to an address in the same country are taken to be received by the fifth Business Day after posting, notices sent by post to an address in another country are taken to be received by the tenth Business Day after posting.

- 5.6 This deed poll constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to that subject matter.

5. Definitions

In this agreement unless otherwise indicated:

Business Day means a weekday on which banks are open in Brisbane, Australia other than a public holiday.

Confidential Information, in relation to Lyon and AES (each a **Discloser**), as applicable, means all information which is provided (whether before, on or after the date of this deed poll) by or on behalf of a Discloser to Recipient of any nature and in any form for or in connection with the Permitted Purpose, but does not include information which:

- a.1.1 is or becomes readily available in the public domain, other than as a result of a breach of this deed poll;
- a.1.2 is known to Recipient before it received it and is not subject to an existing obligation of confidence owed to a Discloser;
- a.1.3 is developed by Recipient independently of the disclosure; or
- a.1.4 is provided to Recipient by a third party who is not under an obligation of confidence in respect of the information.

Intellectual Property means all intellectual property rights and interests subsisting anywhere in the world, including rights in relation to copyrights, patents, designs, confidential information and knowhow, trademarks, business names and domain names, whether registered or unregistered, including any applications and right to apply for registration of any such rights, and any rights of action in connection with any such rights.

Permitted Purpose means the purpose of sharing information, conducting analyses, discussions and negotiations in relation to the Proposal.

Representative of a Discloser or Recipient (each a party) means:

- (a) any related body corporate of the party;
- a.1.5 any director, officer, employee, agent, contractor, financier or professional adviser of the party or of any related body corporate of the party.

related body corporate has the meaning given in the *Corporations Act 2001 (Cth)*.