







and in the case of any ambiguity in the application of paragraphs (a) to (g) above to particular circumstances, natural gas agreed by the Parties in writing to comprise Domgas for the purposes of this Agreement or to be excluded by one or more of those



(g)

- (3) If the Condition Precedent is not satisfied or waived on or before 30 April 2021 or such later date as the Parties may agree in writing, then:
- (a) Woodside or the Minister may, by giving notice to the other in writing terminate this Agreement; and
  - (b) following termination, the Parties' rights and obligations to each other are discharged except for the enforcement of any right or claim which has arisen under the clauses referred to in clause 3(1).
- (4) Subject to clause 3(3)(b), no Party will be liable for any loss or claim brought against, incurred or suffered by, any other Party in connection with or arising out of the termination of this Agreement under clause 3(3).

#### **4. ADDITIONAL DOMGAS COMMITMENT**

- (1) Woodside shall, without limitation to its existing obligations under the State Agreement, market and make available the Additional Domgas in accordance with this clause 4.
- (2) Woodside's Additional Domgas Commitment applies to the following quantities of Domgas:
- (a) a total of 45.6 PJ ("**Fixed Quantity**"); and
  - (b) a quantity (if any) equal to the Fields Area Domgas Commitment under the WB DCA as at the expiry of the WB DCA First **Carry Over Quantity**, as such quantity may be adjusted or amended (including by way of a change in the Production Capacity Approved Quantities approved by the State Agreement Minister under the WB DCA or quantities of Fields Area Domgas delivered by WB) during the WB DCA Second Term and WB Extended Term (if applicable).
- (3) The obligations of Woodside in relation to the Additional Domgas Commitment, shall commence:
- (a) in relation to the Fixed Quantity, on the Relevant Date save for:
    - (i) the obligations in relation to the Domgas Facilities (including those referred to in clauses 4(4)(d) to 4(4)(f) which shall only commence on 1 January 2025; and
    - (ii) clauses 4(4)(a) to (4)(4)(c) in relation to marketing of Additional Domgas, which shall only commence on 1 July 2023; and
  - (b) in relation to the Carry Over Quantity, on the expiry of the WB DCA First Term,

and in each case shall, subject to clause 15, continue for the balance of the Term.

- (4) As part of its Additional Domgas Commitment Woodside must:

##### **Marketing obligations**

- (a) actively and diligently undertake ongoing marketing (whether collectively or otherwise) of Additional Domgas for sale to a range of buyers in the said State with a view to achieving a reasonably stable and regular supply profile for Domgas which reflects:
  - (i) the planned supply profile for Domgas identified in Item 1 of the Annexure to





## **Provision of Additional Domgas Reports**

- (6) The obligations of Woodside under subclause (4)(a), (b), (c) and (h) of this clause shall be a separate and individual obligation of Woodside in proportion to the respective percentage ownership interest held by Woodside in the Petroleum Titles which comprise the Agreement Area.
- (7) The provisions of clause 11 shall not apply to subclause (4)(a), (b), (c), (g) and (h) of this clause 4.
- (8) If the Minister considers that Woodside has defaulted in the due performance and observance of the Additional Domgas Commitment and such default is not remedied within a period of 180 days after notice is given by the Minister, or if the default is referred to arbitration then within the period mentioned in subclause (10) of this clause, Woodside agrees the Minister may by notice require Woodside to immediately cease marketing for use, supply or sale overseas, the portion of Woodside's Approved LNG Quantities which at the date of such notice has not been committed to be supplied or sold under a LNG Sales Contract that has already been entered into and is unconditional as at the date of the notice, to the intent that until the Minister notifies Woodside that it may re-commence marketing of Woodside's Approved LNG Quantities as referred to in subclause (11) of this clause, Woodside may not itself or through any other person enter into any arrangements for the use, supply or sale of liquefied natural gas (being liquefied natural gas to be produced from natural gas recovered from a well or wells in the Agreement Area and processed through the onshore facilities).
- (9) The notice to be given by the Minister in terms of subclause (8) of this clause shall specify the nature of the default so entitling the Minister to, if not remedied, exercise the right referred to in subclause (8) of this clause.
- (10) The Parties shall comply with any arbitration award within a reasonable time to be fixed by the arbitration award provided that if the question is decided against them and the arbitrator finds that there was a bona fide dispute and they were not dilatory in pursuing the arbitration, the time for compliance with the arbitration award shall not be less than 90 days from the date of such award.
- (11) Where the





(2) The address for any notice, consent or other writing under clause 9(1) for each Party is:

(a) **State**

Attention:

performance of those obligations including (without limiting the generality of the foregoing) delays or any such temporary suspension as aforesaid caused by or arising from act of God, force majeure, earthquakes, floods, storms, tempest, washaways, fire (unless caused by the actual fault or privity of the Party responsible for such performance), act of war, act of public enemies, riots, civil commotions, strikes, lockouts, stoppages, restraint of labour or other similar acts (whether partial or general), acts or omissions of the Commonwealth, shortages of labour or essential materials, reasonable failure to secure contractors, delays of contractors, factors due to overall world economic conditions or factors due to action taken by or on behalf of any government or governmental authority (other than the State or any agency, instrumentality or other authority of the State) or factors that could not reasonably have been foreseen PROVIDED ALWAYS that the Party whose performance of obligations is affected by any of the said causes must promptly give notice to the other Party or Parties of the event or events and shall use its best endeavours to minimise the effects of such causes as soon as possible after the occurrence.

## **12. ARBITRATION**

- (1) Except where otherwise specifically provided in this Agreement, any dispute or difference between Woodside on the one hand, and the State and/or the Minister on the other hand, arising out of or in connection with this Agreement, or as to the rights, duties or liabilities of any of the Parties under this Agreement or as to any matter to be agreed upon between the Parties under this Agreement shall, in default of agreement between the Parties, be referred to and settled by arbitration under the provisions of the *Commercial Arbitration Act 2012* (WA). Each Party may be represented before the arbitrator by a duly qualified legal practitioner or other representative. However, this clause shall not apply to any case where the State or the Minister is by this Agreement either expressly or impliedly given a discretionary power (in which case, for the avoidance of doubt, the Parties may exercise their rights at law (if any), subject to clause 19(2)).
- (2) The arbitrators of any submission to arbitration under this clause are hereby empowered upon the application of any of the Parties to grant in the name of the State or the Minister or both as the matter requires any interim extension of any period (other than the Term) or to vary or further vary any date referred to in this Agreement (other than any date of commencement or expiration of the Term) which having regard to the circumstances may reasonably be required in order to preserve the rights of that Party or of the Parties under this Agreement. An award may in the name of the State or of the Minister or both grant any such further extension or variation for that purpose.

## **13. SEVERABILITY**

If a Court decides that any part of this Agreement is void, voidable, illegal or unenforceable or this Agreement would be void, voidable or unenforceable unless a part is severed from this Agreement, then that part is severed from this Agreement and does not affect the continued operation of the rest of this Agreement.

## **14. CONFIDENTIALITY**

- (1) Woodside acknowledges and agrees that:
  - (a) the State may disclose this Agreement and any information it receives in connection with this Agreement:
    - (i) to any Minister;

- (ii) to the extent necessary to satisfy any disclosure requirement of the Auditor-General for the State of Western Australia or the requirements of Parliamentary accountability or any other reporting or recognised public requirements of the State; and
  - (iii) for the purpose of performing the State's obligations under this Agreement;
- (b) the Minister may disclose this Agreement and any information the Minister receives in connection with this Agreement to fulfil his or her duties of office, including responding to parliamentary questions, parliamentary inquiries, ministerial inquiries and inquiries conducted by or on behalf of the Auditor-General of Western Australia; and
- (c) the State may publish on any Western Australian government internet website or other media:
- (i) this Agreement, except for any schedule or annexure to this Agreement;
  - (ii) the quantity of Domgas supplied pursuant to the Additional Domgas Commitment;
  - (iii) a summary of information provided under clause 4 in relation to compliance with its marketing obligations in clauses 4(4)(a), (b) and (c);
  - (iv) an outline of any domgas offset commitment approved pursuant to clause 5(4) if accepted by Woodside under clause 5(5);
  - (v) where the State considers it reasonable and appropriate to publicly provide such information, details of how any default or dispute in connection with this Agreement has been remedied or resolved or a cure plan has been implemented;
  - (vi) information provided by Woodside pursuant to clauses 4 in relation to Domgas pursuant to the Additional Domgas Commitment supplied and available for sale (if any) that is published as part of a Western Australian government initiative, developed in consultation with the domestic gas producer industry, for ensuring a more informed domestic gas market; and
  - (vii) any other information agreed by the Parties,

provided that prior to publishing such information the State gives notice to Woodside with full particulars of the information the State proposes to publish and Woodside will be deemed to have no comments if it fails to provide comments to the State within 10 Business Days of receipt of such notice.

- (2) Notwithstanding anything in this clause 14 but subject to the State's ability to publish the information referred to in clause 14(1)(c)(vii), the State may not disclose, announce or publish any information provided by Woodside under this Agreement which:
- (a) identifies any customer of Woodside or the price or terms of any contract with a customer; or
  - (b) includes any information arising from a report submitted under clause 4(4)(h)(iii) or clause 4(4)(h)(iv)

(c) is proposed to be disclosed pursuant to clause 14(1)(c)(iii) or clause



**EXECUTED** as a deed.

**SIGNED** by **THE HONOURABLE** )  
**MARK MCGOWAN** )  
in the presence of: ) [Signature]

[Signature]

\_\_\_\_\_  
Signature of witness

Christopher John Clark

\_\_\_\_\_  
Name of witness

**EXECUTED** by **WOODSIDE BURRUP PTY** )  
**LTD** ABN 20 120 237 416 in accordance with )  
section 127(1) of the *Corporations Act 2001* )  
(Cth) by authority of its directors: )

[Signature]

Signature of director

Daniel Stuart Kalms

Full name of director (block letters)

[Signature]

Signature of ~~director~~/company secretary\*

Warren Martin Baillie

Full name of ~~director~~/company secretary\*  
(block letters)

\*delete whichever is not applicable

**EXECUTED** by **WOODSIDE ENERGY LTD** )  
ABN 63 005 482 986 in accordance with section )  
127(1) of the *Corporations Act 2001* (Cth) by )  
authority of its directors: )

[Signature]

Signature of director

Daniel Stuart Kalms

Full name of director (block letters)

[Signature]

Signature of ~~director~~/company secretary\*

Warren Martin Baillie

Full name of ~~director~~/company secretary\*  
(block letters)

\*delete whichever is not applicable

**Annexure**

**The contents of Item 1 and Item 2 of this annexure are confidential pursuant to clause 14(1)(c)(i) of this Agreement.**

**ITEM 1\***

**Planned Supply Profile**

**ITEM 2\*\***

**Domgas Agreements**