

Dated 25 January 2024

VARIATION AGREEMENT

In connection with the Allocation Agent Service
Provider Agreement

Industry Body
GAS INDUSTRY COMPANY LIMITED

Service Provider
TRANSPower NEW ZEALAND LIMITED

CONTENTS

1. INTERPRETATION	1
2. EFFECTIVE DATE	1
3. VARIATION	1
4. GENERAL	1
APPENDIX 1	3
APPENDIX 2	4

PARTIES

- (1) **GAS INDUSTRY COMPANY LIMITED** (company number 1536600) (**the Industry Body**)
- (2) **TRANSPOWER NEW ZEALAND LIMITED** (company number 372941) trading as Energy Market Services (EMS) (**the Service Provider**)

BACKGROUND

- A. The Parties entered into the Allocation Agent Service Provider Agreement dated 4 October 2013 (**Agreement**).
- B. The Parties have agreed to vary the Agreement, on the terms and conditions set out in this variation agreement (**Variation**).

TERMS

1. INTERPRETATION

- 1.1 In this Variation, unless the context requires otherwise:
 - (a) words and expressions have the meanings given to them in the Agreement and clause 1 of the Agreement applies to this Variation; and
 - (b) references to clauses and schedules are to the clauses and the schedules of the Agreement.

2. EFFECTIVE DATE

- 2.1 The parties agree that this Variation shall be effective on and from 1 April 2024 (**Effective Date**).

3. VARIATION

- 3.1 On and from the Effective Date:
 - (a) the General Terms for the Allocation Agent Service Provider Agreement are amended and restated in the form set out in Appendix 1 to this Variation;
 - (b) the On-Going Service Description for the Allocation Agent Service Provider Agreement is amended and restated in the form set out in Appendix 2; and
 - (c) all other terms and conditions contained in the Agreement will continue in full force and effect, together the **Amended Agreement**.
- 3.2 On and from the Effective Date the rights and obligations assumed by the parties will be governed by and construed in accordance with the Amended Agreement.

4. GENERAL

- 4.1 Each party shall sign and deliver any document and undertake any acts, matters and things which are reasonably required or requested by the other party to carry out and give effect to the purposes of this Variation.
- 4.2 This Variation may be executed in two or more counterparts (including electronic pdf copies) each of which shall be deemed to be an original, but all of which together shall constitute one instrument. No counterpart shall be effective until each party has executed at least one counterpart.

- 4.3 Each party shall bear its own costs and disbursements in relation to the preparation, negotiation and implementation of this Variation.
- 4.4 This Variation is governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction in any proceedings relating to it.

EXECUTED as an agreement

SIGNED for and on behalf of)
GAS INDUSTRY COMPANY LIMITED)
by:)
ATN Knight)
_____)
Name)

[Handwritten Signature])
_____)
Signature)
CEO)
_____)
Position)

SIGNED for and on behalf of)
TRANSPower NEW ZEALAND)
LIMITED by:)
Richard Rowell)
_____)
Name)

[Handwritten Signature])
_____)
Signature)
Manager EMS Delivery)
_____)
Position)

APPENDIX 1

Amended and restated General Terms

[Attached separately]

APPENDIX 2

Amended and restated On-Going Service Description

[Attached separately]