

BETWEEN

ECONOMIC REGULATION AUTHORITY

Applicant

and

ALINTA SALES PTY LTD
(ACN 089 531 984)

Respondent

DIRECTIONS
(Confidentiality Regime)

Date of document: 17 March 2026 (Amended on 23 March 2026)
Place Perth

By consent of the Parties, the **BOARD MAKES THE DIRECTIONS** set out below.

Confidential and commercially sensitive information generally

1 Subject to directions 5 to 12 below, if any information contained in a document produced by a party (**Production Party**) is claimed by the Production Party to be confidential or commercially sensitive other than ERA Restricted Information (as defined in direction 5 below) (**Confidential Information**), then subject to any further order of the Western Australian Electricity Review Board (**Board**) or agreement in writing between the parties, access to, and use of, the Confidential Information is restricted to persons within the following categories:

- (a) where the other party to this proceeding (**Receiving Party**) is the applicant:
 - (i) the applicant's Governing Body, Secretariat, employees, legal advisers, consultants, expert or lay witnesses in this proceeding; and

- (ii) any person who is providing administrative or secretarial support to any person or class of persons listed in direction 1(a)(i) above in this proceeding;
- (b) where the Receiving Party is the respondent:
 - (i) any in-house lawyer of the respondent;
 - (ii) the external solicitors acting for the respondent in this proceeding;
 - (iii) counsel acting for the respondent in this proceeding;
 - (iv) any expert witness engaged by the respondent in this proceeding;
 - (v) any lay witness engaged by the respondent in this proceeding;
 - (vi) any employee or consultant of the respondent;
 - (vii) any other person agreed in writing between the parties; and
 - (viii) any person who is providing administrative or secretarial support to any person or class of persons listed in directions 1(b)(i) to (vii) above;
- (c) a member of the Board and any person providing administrative or secretarial support to a member of the Board in this proceeding.

2 Subject to any further direction of the Board, the parties must:

- (a) keep Confidential Information confidential at all times and must not use the Confidential Information for any purpose other than the conduct of this proceeding;
- (b) not disclose Confidential Information directly or indirectly to any person, including the parties to this proceeding, their employees and agents, unless:
 - (i) they are a person within a category identified in direction 1 above;
 - (ii) the Receiving Party has obtained the prior written consent of the Production Party; or

- (iii) the disclosure is expressly authorised by the Board (after hearing from the parties);
- (c) when using Confidential Information in any document filed or served in this proceeding:
 - (i) in the confidential version of the document, highlight the Confidential Information in yellow shading or, for file formats other than word or PDF, in another appropriate manner expressly stated in that document as being used to identify Confidential Information;
 - (ii) provide a non-confidential version of the document which:
 - (A) clearly identifies the Confidential Information by redacting that Confidential Information (with the non-confidential version of the document retaining the same formatting and page numbers as the confidential version, where possible); and
 - (B) contains, where reasonably practicable, a brief description of the nature of the Confidential Information redacted, which description must not reveal the Confidential Information; and
 - (iii) for electronic documents, specify in the filename or in the applicable field used in any document management system agreed by the parties and the Board, whether it is claimed to be “confidential” or “non-confidential”; and
 - (iv) the document shall indicate clearly on the first page of the document (and on the first page of each exhibit to the document) whether the document is the confidential or non-confidential version of the document.

3 Subject to direction 4, the Receiving Party must ensure that any person who has received Confidential Information from or on behalf of the Receiving Party, which Confidential Information was produced by the Production Party:

- (a) is aware of, and complies with, the obligations in direction 2; and
- (b) except as otherwise required by law, and unless a party has made an application for judicial review of a decision or conduct of the Board, within 28 days of the conclusion of this proceeding, either by decision of the Board or other resolution, returns to the solicitors for the Production Party, or destroys, all documents containing Confidential Information.

4 The obligations on the Receiving Party under directions 2 and 3 do not apply to the extent that the Confidential Information:

- (a) is or becomes public knowledge (otherwise than as a result of a breach of confidence by a person who received the Confidential Information from or on behalf of the Receiving Party); or
- (b) is required to be disclosed:
 - (i) under compulsion to the Board other than in accordance with this direction or a court; or
 - (ii) as otherwise required by law.

ERA Restricted Information

5 If the applicant has given notice to the respondent that a document required to be produced by the applicant is claimed by the applicant to contain confidential or commercially sensitive information:

- (a) of a third party; or
- (b) relating to the applicant's model of the Wholesale Electricity Market Dispatch Engine (**ERA Model**); or
- (c) being the underlying programming code of the ERA Model (**ERA Model Code**)

(together, **ERA Restricted Information**) then, unless otherwise ordered or agreed,

access and use of that information is restricted in the manner set out in directions 6 to 12 below.

Respondent's in-house lawyers, lay witnesses, employees and consultants

- 6 The ERA Restricted Information, other than the ERA Model Code, may be accessed or used confidentially and only for this proceeding, by the respondent's in-house lawyers, employees, consultants, lay witnesses and their administrative and support staff referred to in direction 1(b)(viii) above, provided that each such person:
- (a) is not involved in advising on, making or implementing decisions related to modelling, trading, pricing or bidding in the Wholesale Electricity Market (including the Real-Time Market) other than in connection with legal and/or regulatory requirements relating to such trading, pricing or bidding;
 - (b) signs an undertaking in the form of Annexure A to these directions; and
 - (c) provides a copy of the signed undertaking to the applicant's solicitors.

Respondent's external solicitors, counsel and expert witnesses

- 7 The ERA Restricted Information, including the ERA Model Code, may be accessed or used on a confidential basis, in accordance with the terms set out in Annexure A, and for the purpose of this proceeding by the respondent's external solicitors, counsel and expert witnesses referred to in direction 1(b)(ii) – (iv) above, provided that each such person:
- (a) signs an undertaking in the form set out in Annexure A to these directions; and
 - (b) provides a copy of that signed undertaking to the solicitors for the applicant.

Others by agreement

- 8 The respondent may give the applicant written notice of lay witnesses, additional employees or consultants referred to in direction 1(b)(i), (v) or (vi) that it nominates to access the ERA Model Code provided that the respondent:

- (a) identifies the nominee by name and position;
- (b) provides a written explanation of why access by that nominee is reasonably necessary for the purposes of the proceeding.

9 The applicant will consider any nomination under direction 8 in good faith and notify the respondent within 48 hours whether it agrees to permit the nominee to access the ERA Model Code on the conditions set out in direction 7.

10 If the applicant does not agree to permit access to the nominee within 48 hours of receipt of the nomination, either party may apply to the Board for a direction.

Members of the Board

11 The ERA Restricted Information may be accessed or used on a confidential basis and for the purpose of this proceeding by a member of the Board and any person providing administrative or secretarial support to a member of the Board in this proceeding.

Applicability of other directions

12 Directions 2, 3, and 4 above apply to any access or use of ERA Restricted Information as though:

- (a) Production Party refers to the applicant;
- (b) Confidential Information refers to ERA Restricted Information;
- (c) persons identified in direction 2(b)(i) above refers to any person who is permitted to access or use that type of ERA Restricted Information in accordance with any of directions 5 to 11 above (**Authorised Person**); and
- (d) Receiving Party refers to the respondent.

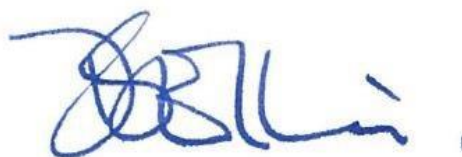
Notice of disclosure by Board

13 Within 14 days of the Board notifying the parties that it intends to publish on its webpage or disclose any Confidential Information or ERA Restricted Information lodged by a party with the Board in this matter, each party must notify the Board of

any of its confidential or commercial sensitive information which ought to be withheld from publication or disclosure.

Liberty to apply

- 14 There be liberty to apply, including liberty for a party to challenge a claim by the other party that information is confidential or commercially sensitive.



DS Ellis
Presiding Member
WA Electricity Review Board

Annexure A

Confidentiality Undertaking - ERA Restricted Information

I, *[INSERT FULL NAME]*, of *[ADDRESS]*, undertake to the Western Australian Electricity Review Board (**Board**) and the Economic Regulation Authority that, until such time as this undertaking is varied, amended or otherwise discharged by order of the Board or a court or by agreement in writing between the parties:

- 1 Subject to the terms of this confidentiality undertaking, I will keep the ERA Restricted Information (as defined in the **attached** directions made by the Board on *[DATE]* (**Order**)) confidential.
- 2 I will not use or cause or permit the use of the ERA Restricted Information for any purpose other than the proceeding before the Board and I confirm that I am not involved in advising on, making or implementing decisions related to modelling, trading, pricing or bidding in the Wholesale Electricity Market (including the Real-Time Market) other than in connection with legal and/or regulatory requirements relating to such trading, pricing or bidding.
- 3 I will not disclose or cause or permit the ERA Restricted Information to be disclosed to any person other than:
 - (a) to any other Authorised Person (as that term is defined in the Order) who, if required by the Order to do so, has first provided a confidentiality undertaking in substantially similar terms to this confidentiality undertaking;
 - (b) to a court, if compelled to do so;
 - (c) to a member of the Board as part of the case presented by Alinta Sales Pty Ltd (ACN 089 531 984) in proceedings before the Board being number 1 of 2025 commenced by the Economic Regulation Authority, subject to complying with direction 2(c), read together with direction 12, of the Order;
 - (d) as otherwise required by law; or
 - (e) with the prior written consent of the parties.
- 4 To the extent the ERA Restricted Information comes into my possession and is retained by me in any document, I will ensure that that document is held in a secure location where it cannot be accessed by anyone except an Authorised Person permitted to access or use that type of ERA Restricted Information.
- 5 If I disclose the ERA Restricted Information pursuant to paragraph 3(b) or 3(c) above, I will take all reasonable steps to limit the disclosure of the ERA Restricted Information, including requesting (or instructing Counsel to request) that the Board or court (as applicable) make an order preserving the confidentiality of the

Information that is to be placed before the Board or court, whether by way of exhibit or attachment (e.g. to an affidavit) or by tender or otherwise.

- 6 The obligations contained in this undertaking do not extend to any ERA Restricted Information that is or becomes public knowledge (otherwise than as a result of a breach of this confidentiality undertaking or a confidentiality undertaking given by another person in relation to the proceeding).
- 7 I will immediately notify, in writing, via the parties' external solicitors if I become aware of:
 - (a) any breach of this confidentiality undertaking or any other confidentiality undertaking given by any other person in this proceeding; or
 - (b) any other unauthorised use or disclosure of the ERA Restricted Information.
- 8 At the conclusion of this proceeding, and unless a party has made an application for judicial review of a decision or conduct of the Board, I will ensure that any document recording the ERA Restricted Information is:
 - (a) returned to the applicant; or
 - (b) destroyed.

Dated: 2026

Signed: