

National Energy Retail Law

Undertaking to the Australian Energy Regulator given for the purpose of section 288 of the National Energy Retail Law By

ORIGIN ENERGY ELECTRICITY LIMITED (ACN 071 052 287)

ORIGIN ENERGY RETAIL LTD (ACN 078 868 425)

ORIGIN ENERGY LPG LTD (ACN 000 508 369)

ORIGIN ENERGY SERVICES LIMITED (ACN 007 847 010)

ORIGIN ENERGY HOLDINGS PTY LIMITED (ACN 004 132 4230)

Persons giving this Undertaking

- 1 This Undertaking is given to the Australian Energy Regulator (**AER**) by Origin Energy Electricity Limited (ACN 071 052 287), Origin Energy Retail Ltd (ACN 078 868 425), Origin Energy LPG Ltd (ACN 000 508 369), Origin Energy Services Limited (ACN 007 847 010) and Origin Energy Holdings Pty Limited (ACN 004 132 4230) of Level 32, Tower 1, 100 Barangaroo Avenue, NSW, 2000 (**Origin Entities**) pursuant to section 288 of the National Energy Retail Law (**Retail Law**).
- 2 Origin Energy Electricity Limited is an authorised electricity and gas retailer, and Origin Energy Retail Ltd (**OERL**) and Origin Energy LPG Ltd are authorised gas retailers (**Origin Retailers**) in Queensland, New South Wales, the Australian Capital Territory and South Australia under the *National Energy Retail Regulations* (**Retail Regulations**). Origin Energy Services Limited contracts with third parties to procure services for use by companies within the group of companies controlled by Origin Energy Limited (**Origin**). Origin Energy Holdings Pty Limited is a holding company of the Origin Retailers and Origin Energy Services Limited.

Background

- 3 The Origin Retailers have certain obligations under the National Energy Retail Rules (**Retail Rules**) in relation to a customer's premises where a person resides, or intends to reside, that requires life support equipment. The Origin Retailers' retail activities are centrally coordinated by business units established within Origin including with respect to compliance with the Retail Rules. Origin Energy Services Limited enters into contracts with third party service providers on behalf the Origin Retailers and other related companies, including with service providers who engaged in some of the conduct identified below on behalf of the Origin Retailers.
- 4 Since 1 February 2019, rule 124(1)(b) of the Retail Rules has required each Origin Retailer, when advised by a customer that a person residing at or intending to reside

at the customer's premises requires life support equipment, to provide in writing to the customer, no later than 5 Business Days after receipt of the advice from the customer, the information and documents prescribed by rule 124(1)(b). The information and documents included at all relevant times a medical confirmation form, information to assist in the event of planned and unplanned interruptions, emergency contact details, and other relevant information (**Welcome Pack**).

Conduct of concern

- 5 Between March 2020 and June 2022, the Origin Retailers reported to the AER the following incidents of non-compliance with the requirements identified in clause 4 above, which took place during the period between February 2019 and April 2022:
- (a) On 13 March 2020, the Origin Retailers self-reported 808 breaches of rule 124(1)(b) of the Retail Rules during the period 2 February 2019 to 20 February 2020. These breaches arose due to human error which resulted in the welcome packs failing to generate automatically.
 - (b) On 15 July 2020, the Origin Retailers self-reported 60 breaches of rule 124(1)(b) of the Retail Rules during the period 13 May 2020 to 21 May 2020. These breaches were caused by an agent inadvertently changing a field in Origin's data management system. This change meant that customers who informed the Origin Retailers on two particular dates that they required life support equipment did not receive the Welcome Pack within the required timeframe.
 - (c) On 8 January 2021, the Origin Retailers self-reported 236 breaches of rule 124(1)(b) of the Retail Rules during the period 1 February 2019 to 11 December 2020. These breaches were caused by system errors as well as human error during the customer sign up process which resulted in the Origin Retailers failing to issue Welcome Packs or failing to include certain relevant information required to be included in Welcome Packs.
 - (d) On 16 August 2021, the Origin Retailers self-reported 794 breaches of rule 124(1)(b) of the Retail Rules from 1 February 2019 due to system errors which resulted in Origin's system not triggering a Welcome Pack to be issued. This occurred in the following circumstances:
 - (i) Where a customer provided their medical confirmation on the same day that they advised of their life support requirements, Origin's system did not trigger a Welcome Pack to be issued.
 - (ii) Where a customer indicated they required life support for both electricity and gas fuel types when signing up for energy plans online, Origin's system issued the Welcome Pack for only one fuel type.
 - (iii) Where a life support customer moved out of a premises, the relevant Origin Retailer sent a deregistration letter to the new occupants. If

the new occupants also required life support equipment, Origin's system did not trigger a Welcome Pack to be issued.

- (e) On 11 November 2021, the Origin Retailers self-reported 55 breaches of rule 124(1)(b) of the Retail Rules during the period 1 February 2019 and 1 October 2021 due to human error. These breaches were caused by an incorrect 'pack' of information which was not the Welcome Pack (and did not contain the information prescribed under rule 124(1)(b)) being sent to customers due to an agent not completing all the changes that were required to be made against customers' accounts in Origin's system.
- (f) On 19 November 2021, the Origin Retailers self-reported 1 breach of rule 124(1)(b) of the Retail Rules during the period 5 October 2021 to 4 November 2021 due to human error. The breach was caused by an agent failing to select a necessary field in the customer's account correctly which meant that the Welcome Pack was not sent via the necessary channel of correspondence.
- (g) On 24 December 2021, the Origin Retailers self-reported 1 breach of rule 124(1)(b) of the Retail Rules during the period 5 November 2021 to 6 December 2021 due to a system error. This breach was caused by Origin's system failing to issue a Welcome Pack to a customer if the customer provided satisfactory medical confirmation before the Welcome Pack was issued (as this was typically sought after the Welcome Pack was issued).
- (h) On 16 February 2022, the Origin Retailers self-reported 9 breaches of rule 124(1)(b) of the Retail Rules during the period 21 September 2021 to 19 January 2022 due to human and system errors. Two breaches were caused by agents failing to update customer accounts correctly so as to trigger the issuing of Welcome Packs. Seven breaches were caused by Origin's system failing to issue a Welcome Pack in circumstances identical to sub-clause (g) above.
- (i) On 6 April 2022, the Origin Retailers self-reported 6 breaches of rule 124(1)(b) of the Retail rules during the period 13 August 2021 to 9 March 2022 due to human error. The breaches were caused by agents failing to follow the internal process required to issue a Welcome pack.
- (j) On 1 June 2022, the Origin Retailers self-reported 3 breaches of rule 124(1)(b) of the Retail Rules during the period 5 February 2022 to 1 April 2022 due to human error. These breaches were caused by agents making identical failures to those described in sub-clause (e) above.

(the **Conduct**, together with clause 6 below).

Admissions and resolution

- 6 The Origin Retailers admit that, by engaging in the Conduct, they breached the relevant obligations under rule 124(1)(b) of the Retail Rules. Specifically, on various dates between 1 February 2019 and 1 April 2022, the Origin Retailers failed to, within five Business Days, provide the Welcome Pack to some customers who had advised the Origin Retailers that a person residing or intending to reside at the premises required life support equipment. Notwithstanding that they did not receive the Welcome Pack within the prescribed five-day period, the customers affected by these breaches were registered for life support in Origin's system and otherwise received protections as life support customers in accordance with the Retail Rules.
- 7 The AER has raised concerns about the Origin Retailers' reported breaches which the Origin Retailers acknowledge to have been caused by systemic and/or human errors. Since identifying and reporting the Conduct, Origin has completed its transition of all customers to a new retail platform, has improved its testing, monitoring, preventative and detective controls and its documentation of its obligations and those controls.
- 8 In addition, the Origin Entities offer the undertaking set out in clauses 13 to 23 (the **Undertaking**).

Commencement of the Undertaking

- 9 This Undertaking, including the obligations set out in clauses 13 to 23, comes into effect upon:
 - (a) the undertaking being executed by each of the Origin Entities;
 - (b) the AER accepting the Undertaking so executed; and
 - (c) determination by the Federal Court of the Federal Court Proceedings (**Commencement Date**).

Expiry and variation

- 10 This Undertaking expires once the obligations set out in clauses 13 to 25 have been completed, except for the obligation in clause 24 which is an ongoing obligation and does not expire.
- 11 This Undertaking may be varied or withdrawn by the Origin Entities with the AER's consent in writing. The Origin Entities may seek the AER's agreement to withdraw or vary the Undertaking at any time.
- 12 The AER may, if requested by the Origin Entities, expressly waive, in writing, any of the obligations contained in the Undertaking or extend the date by which any such obligation is to be satisfied.

Undertaking

Community based redress

- 13 OERL undertakes to make a \$1 million payment to an organisation (or to be divided between organisations) which assists sections of the community who may require the protections afforded by the life support requirements in the Retail Rules by providing direct patient care as well as research into relevant health conditions (the **Community-based Contribution**).
- 14 Within 5 Business Days of the Commencement Date, OERL will write to the AER to propose a recipient organisation or organisations (and if multiple organisations, the division of payment proposed) for the AER's agreement that the organisation(s) satisfy the condition outlined in clause 13.
- 15 OERL undertakes to make each payment comprising the Community-based Contribution within 20 Business Days of the later of the Commencement Date or the date that Origin and the AER agree on the recipient under clause 14 or the date that the recipient confirms its agreement to receiving the payment and provide evidence of same to the AER within 5 Business Days of payment being made.

Review of Origin's life support controls

- 16 The Origin Entities undertake to appoint an Independent Expert, in accordance with the process and requirements set out in clauses 17 to 23 below, to conduct a review of the Origin Entities' life support controls in Retail X and prepare a written report (**Written Report**) which addresses the following matters:
 - (a) the extent to which those controls are sufficient to achieve compliance with the obligations the subject of the breaches declared by the Court in the Federal Court Proceedings; and
 - (b) if they are not considered sufficient, recommendations for improving Origin Entities' life support controls so that they are sufficient.
- 17 The Origin Entities will within 10 Business Days of the Commencement Date, write to the AER to propose at least 2 options for an Independent Expert for the AER's approval to conduct the review and prepare the Written Report. The Origin Entities will also provide to the AER the draft proposed letter of engagement, which will set out the scope and questions to be posed to the Independent Expert.
- 18 The AER will notify Origin whether or not it approves an Independent Expert from the options proposed, as well as the proposed scope and questions. If the AER notifies that it does not approve of the proposed Independent Experts within 5 Business Days, the Origin Entities will provide to the AER the name of one additional proposed Independent Expert in accordance with clause 17. If the AER notifies that it does not approve of the scope and questions set out in the draft proposed letter of engagement, Origin and the AER will negotiate an amended letter of engagement.

- 19 Within 10 Business Days of receiving notice of the AER's approval of the Independent Expert or of Origin and the AER agreeing the questions set out in the letter of engagement, whichever is the latter, the Origin Entities will engage the Independent Expert to prepare the Written Report addressing, at a minimum, the matters outlined in clause 16. The Origin Entities will provide reasonable assistance to the Independent Expert as requested to facilitate the Written Report being prepared in a reasonable timeframe.
- 20 At the time of engaging the Independent Expert, the Origin Entities will request the Independent Expert to advise of its anticipated date of completion of the Written Report. Should the Independent Expert advise of an anticipated date of completion that is more than 6 months from the date of engagement, the Origin Entities agree to engage with the AER to discuss any appropriate amendments required to the scope of the Independent Expert's engagement to facilitate the earlier completion of the Written Report or to discuss whether to engage an alternative Independent Expert and, if agreed, cease the current engagement and repeat the process set out in paragraphs 17-19 above.
- 21 Within 30 Business Days of receipt of the Written Report, the Origin Entities will provide the AER a copy of the Written Report and a response to each recommendation made in the Written Report, including the steps they propose to take to implement those recommendations and proposed timing for doing so. Where the Origin Entities do not propose to implement a recommendation made in the Written Report, the Origin Entities will provide the AER with their reasons and, where applicable, a reasonable substitute for the Independent Expert's recommendation. If the Origin Entities propose not to implement a recommendation and, instead, propose a reasonable substitute, the Origin Entities must, prior to submitting the Written Report to the AER, seek additional comment from the Independent Expert as to its view of the likely effect of not implementing that recommendation or the impacts of that reasonable substitute (as it may be). The Origin Entities must then provide any additional comment from the Independent Expert to the AER.
- 22 In addition to the above, the Origin Entities undertake to:
- (a) provide the AER with regular progress reports on the implementation of the recommendations of the Independent Expert (and any reasonable substitutes submitted to the AER under clause 21 above), at intervals of no more than 90 days commencing on the date the Origin Entities receive the Written Report until all steps referred to in clause 21 have been completed;
 - (b) notify the AER of completion of the implementation of the steps in clause 21 within 5 Business Days of completion; and
 - (c) notify the AER in writing within 5 Business Days of any failure to comply with the dates identified within this Undertaking.

- 23 The Origin Entities and the AER may agree on alternative dates and timeframes for the receipt and implementation of the Written Report expressed in clauses 16 - 22 in the event of delays.

Costs

- 24 OESL and Origin Energy Holdings Pty Limited undertake not to seek or receive indemnification or reimbursement on their own behalf or on behalf of any of their Related Bodies Corporate from any third parties (being entities that are not an Origin Entity or a Related Body Corporate of an Origin Entity) for any amount of any civil penalty ordered by the Court as part of its determination of the Federal Court Proceedings (as defined in clause 30 below). For completeness, this Undertaking applies to any indemnification or reimbursement in accordance with any contractual entitlements that the Origin Entities may otherwise have, including those arising out of:

- (a) the Master Services Agreement between Origin and Accenture Australia Pty Ltd dated 28 August 2014 and any subsequent amendments; or
- (b) the Services Agreement between Origin and Tili.io Pty Ltd dated 1 January 2019 and any subsequent amendments.

Note: The Origin Retailers are to give the above undertaking on similar terms to the Federal Court as a part of the Federal Court Proceeding.

- 25 The Origin Entities must pay all of their own costs in relation to this Undertaking.

Acknowledgements

- 26 The Origin Entities acknowledge that, and to the extent relevant, consent to, the following actions and matters:
- (a) the AER may authorise a member of the AER or a member of AER staff, to exercise a decision-making function under this Undertaking on its behalf and that authorisation may be subject to any conditions the AER may impose;
 - (b) the AER will make this Undertaking publicly available including by publishing it on the AER's website;
 - (c) the AER will, from time to time, make public reference to this Undertaking in news media statements and in AER publications;
 - (d) the AER reserves its rights to institute the Federal Court Proceedings and/or to institute legal proceedings against the Origin Entities seeking penalties and other relief in relation to any breaches of the Retail Law which do not arise as the result of, or in connection with, the Conduct; and
 - (e) this Undertaking in no way derogates from any rights and remedies available to any other persons that may arise from the Conduct.

Notification

27 Any notice or communication to the AER pursuant to this Undertaking must be sent to:

Name: General Manager, Compliance & Enforcement
Address: Australian Energy Regulator
GPO Box 520
Melbourne VIC 3001
Email: Attn: General Manager, Compliance & Enforcement
AERCompliance@aer.gov.au

28 Any notice or communication to Origin Energy pursuant to this Undertaking must be sent to:

Name: Head of Legal & Compliance - Retail
Address: Origin Energy
Level 45 Australia Square
264-278 George Street Sydney, NSW 2000
Email: [REDACTED]

29 Origin Energy must notify the AER of a change to its contact details within five Business Days.

Definitions

30 Terms used in this Undertaking are set out below. Italicised terms used in this Undertaking have the meaning given to those terms in the Retail Law or the Retail Rules, as the case requires.

Term	Meaning
AER	means the Australian Energy Regulator.
Business Day	has the meaning given to that term under the Retail Law.
Conduct	the conduct means the breaches set out in clause 5 of this Undertaking.
Commencement Date	is the date the Undertaking comes into effect under clause 9 of this Undertaking.
Community-based Contribution	means the \$1 million payment to an organisation (or to be divided between organisations) set out in clause 13 of this Undertaking.
Federal Court Proceeding	means the Federal Court proceeding commenced or to be commenced by the AER against the Origin Retailers relating to breaches of the life support obligations contained in rules 124(1)(a), 124(1)(b), 124(1)(a), 124(3)(a), 124A(1)(a), 124A(1)(c),

	124A(1)(d), 124B(1)(c), 125(1) of the Retail Rules, as reported by the Origin Retailers to the AER between 13 February 2020 and the date of this Undertaking and as relates to conduct between 1 February 2019 and 12 September 2022.
Independent Expert	<p>means a third party who is not a Related Body Corporate of any of the Origin Entities. The Independent Expert must:</p> <ul style="list-style-type: none"> • Be able to act without bias and without any actual or potential conflicts of interest with reference to the following criteria: <ul style="list-style-type: none"> ○ Is not a present or past staff member or director of any of the Origin Entities or any Related body Corporate of the Origin Entities; ○ Has not acted and does not act for, and does not consult and has not consulted to, any of the Origin Entities or any Related body Corporate of the Origin Entities in any matters related to compliance with the Retail Law, Retail Regulations or Retail Rules (except for where it has been previously engaged to carry out an independent audit or expert function); and ○ Has no significant shareholding or other interest in any of the Origin Entities or any Related body Corporate of the Origin Entities; • have professional competence to apply established audit standards and techniques to carry out the functions described in this undertaking to a high standard; • have a system of quality controls to ensure that the functions undertaken are of a professional standard; • have relevant expertise; and • be able to conduct the functions described in accordance with this undertaking.
OERL	means Origin Energy Retail Ltd (ACN 078 868 425).
Origin	means the group of companies ultimately controlled by Origin Energy Limited (ACN 000 051 696).
Origin Entities	means Origin Energy Electricity Limited (ACN 071 052 287), Origin Energy Retail Ltd (ACN 078 868 425), Origin Energy LPG Ltd (ACN 000 508 369) Origin Energy Services Limited (ACN 007 847 010) and Origin Energy Holdings Pty Limited (ACN 004

	132 4230) of Level 32, Tower 1, 100 Barangaroo Avenue, NSW, 2000.
Origin Retailers	means Origin Energy Electricity Limited (ACN 071 052 287) Origin Energy Retail Ltd (ACN 078 868 425) and Origin Energy LPG Ltd (ACN 000 508 369), being authorised electricity and/or gas retailers in Queensland, New South Wales, the Australian Capital Territory and South Australia under the Retail Regulations.
Related Body Corporate	has the meaning given in section 50 of the <i>Corporations Act 2001</i> (Cth).
Retail Law	means the National Energy Retail Law set out in the Schedule to the <i>National Energy Retail Law (South Australia) Act 2011</i> .
Retail Regulations	means the <i>National Energy Retail Regulations</i> under the <i>National Energy Retail Law</i> and section 12 of the <i>National Energy Retail Law (South Australia) Act 2011</i> .
Retail Rules	means the National Energy Retail Rules.
Undertaking	means this document (including any schedules or annexures to this document) as varied from time to time under section 288 of the Retail Law.
Welcome Pack	means the information prescribed by rule 124(1)(b) of the Retail Rules.
Written Report	means the written report by an Independent Expert, set out in clause 16.

Interpretation


- 31 In the interpretation of this Undertaking, the following provisions apply unless the context otherwise requires:
- (a) a reference to this Undertaking includes all of the provisions of this document including its annexures;
 - (b) headings are inserted for convenience only and do not affect the interpretation of this Undertaking;
 - (c) if the day on which any act, matter or thing is to be done under this Undertaking is not a Business Day, the act, matter or thing must be done on the next Business Day;
 - (d) a reference in this Undertaking to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

- (e) a reference in this Undertaking to any company includes a company over which that company is in a position to exercise control within the meaning of section 50AA of the *Corporations Act 2001*;
- (f) a reference in this Undertaking to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (g) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Undertaking;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or government agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes other genders;
- (k) a reference to the words 'such as', 'including', 'particularly' and similar expressions can be construed without limitation;
- (l) a construction that would promote the purpose or object of this Undertaking (whether expressly stated or not) will be preferred to a construction that does not promote that purpose or object; and
- (m) a reference to:
 - (i) a thing (including but not limited to, a chose in action or other right) includes part of that thing;
 - (ii) a party includes its successors and permitted assigns; and
 - (iii) a monetary amount is in Australian dollars.


EXECUTION BY ORIGIN ENTITIES

EXECUTED by Origin Energy Electricity Limited (ACN 071 052 287), in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Frank Calabria
Name of director


Signature of director


Helen Hardy
Name of director/secretary


Signature of director/secretary


Executed on 23/05/2024 day of..... 2024.

EXECUTED by Origin Energy Retail Ltd (ACN 078 868 425), in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Frank Calabria
Name of director


Signature of director


Helen Hardy
Name of director/secretary


Signature of director/secretary


Executed on 23/05/2024 day of.....2024.

EXECUTED by Origin Energy LPG Ltd (ACN 000 508 369), in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Frank Calabria
Name of director


Signature of director


Helen Hardy
Name of director/secretary


Signature of director/secretary


Executed on 23/05/2024 day of.....2024.

EXECUTED by Origin Energy Services Limited (ACN 007 847 010), in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Frank Calabria
Name of director


Signature of director


Helen Hardy
Name of director/secretary


Signature of director/secretary


Executed on 23/05/2024 day of2024.

EXECUTED by Origin Energy Holdings Pty Limited (ACN 004 132 4230), in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Frank Calabria
Name of director


Signature of director

Helen Hardy
Name of director/secretary


Signature of director/secretary

Executed on 23/05/2024 day of2024.

ACCEPTED BY THE AUSTRALIAN ENERGY REGULATOR PURSUANT TO SECTION 288(1) OF THE NATIONAL ENERGY RETAIL LAW.


Justin Oliver,
AER Board Member

Accepted on20.....day of June.....2024.