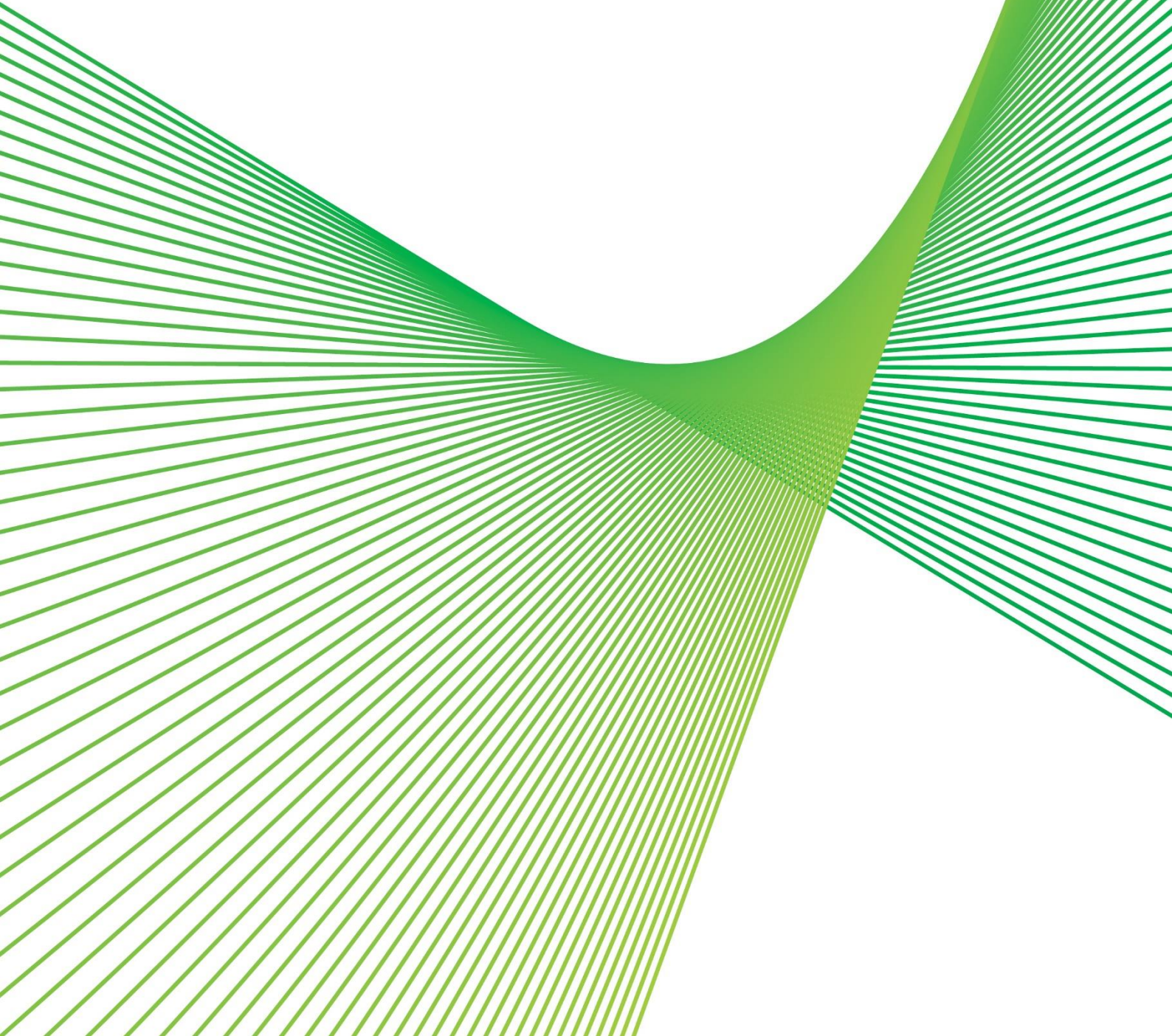


Consumer Advisory Group (CAG)

Terms of Reference

April 2026



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1. Background

Transgrid has established a Consumer Advisory Group (CAG) to provide informed consumer insights on a range of key and evolving issues across the energy sector, to help shape the development of Transgrid's regulatory proposals and policy matters.

The CAG serves as an expert consumer-focused advisory body that supports and enhances genuine engagement, to ensure Transgrid's regulatory proposals and energy policy positions take into account the long-term interests of consumers.

The CAG will also collaborate with Transgrid's RP4 Consumer Working Group (CWG) (a sub-committee of the CAG), which provides focused consumer insights and advice to Transgrid throughout the development of the RP4 revenue proposals. The CWG has a separate Terms of Reference.

This Terms of Reference document sets out the purpose and objectives, roles, responsibilities and governance arrangements for the CAG and will be reviewed and updated (if needed) on an annual basis.

2. Purpose and objectives

The purpose of the CAG is to provide Transgrid with informed consumer insights and perspectives on a range of key and evolving issues across the energy sector, to help shape the development of Transgrid's regulatory proposals and policy positions (excluding Transgrid's FY29–FY33 Revenue Proposal (RP4)).

The CAG will help ensure Transgrid's regulatory and policy positions reflect consumer preferences, are transparent and evidence-based, and deliver outcomes in the long-term interests of consumers.

The objectives of the CAG are to:

- Provide appropriately informed perspectives on the needs, preferences and priorities of energy consumers and how these should be reflected by Transgrid in its regulatory proposals and energy policy positions
- Challenge Transgrid's assumptions, risks and narratives from a consumer viewpoint and identify any gaps or areas requiring further analysis or research
- Provide input and feedback on Transgrid's approach to consumer engagement, communications and research
- Review and provide feedback on key regulatory proposals, including the extent to which they reflect the needs and preferences of energy consumers
- Provide feedback and advice on Transgrid's engagement processes and materials, to support continuous improvement
- Collaborate with the RP4 CWG on its approach to engaging on key RP4 issues and related consumer perspectives

3. Membership

3.1. Appointment of members

CAG members will be appointed by Transgrid by invitation. The CAG membership will be comprised of representatives who can bring valuable consumer perspectives and experiences.

Consumer representative bodies may nominate a maximum of one representative, and one alternate representative, to the CAG. The alternate representative will only attend CAG meetings where the nominated representative is unable to attend.

3.2. Period of appointment and member replacement

Members will be appointed to the CAG for a period of up to two (2) years with an option to extend membership upon mutual agreement. Transgrid will review the membership of the CAG at a minimum every two years, with the next review due in February 2028.

Should a CAG member resign or otherwise be unable to carry out their role, Transgrid may:

- appoint a replacement;
- call for an Expressions of Interest for a replacement; or
- choose not to replace the Member.

Resignations should be made in writing to the CAG Chair with two (2) weeks' notice.

Transgrid may end the appointment of CAG members at any time by giving two (2) weeks' written notice.

Transgrid may end CAG member appointments at any time without notice if that member:

- Engages in serious or wilful misconduct;
- Is seriously negligent in the performance of CAG member duties;
- Commits an act which brings Transgrid into disrepute; or
- Fails to disclose or appropriately manage a conflict of interest.

3.3. Knowledge, skills and experience

CAG members must have the relevant knowledge, skills and experience necessary to represent the preferences and needs of energy consumers, including:

- Sound knowledge of the energy sector, including transmission, and the associated regulatory framework
- Professional experience and skills relevant to the energy sector
- Commitment to collaboration with Transgrid to deepen understanding of consumer needs, issues of value, and expectations
- Capacity to consider matters through a long-term consumer interest lens, prioritising outcomes that benefit consumers over time
- Proven ability to author or coordinate reports and submissions, ensuring effective advocacy

3.4. Relationship with the RP4 Consumer Working Group (CWG)

The RP4 CWG is a sub-committee of the CAG and will consult with the CAG on its approach to engaging on key RP4 issues, and the consumer perspectives it is presenting to Transgrid. One way in which this will be facilitated is through the CWG Chair providing an update via a standing item included on quarterly CAG meeting agendas.

4. Roles and responsibilities

4.1. Role of CAG members

- CAG members are to fulfill the objectives of the group (listed in Section 2. Purpose and objectives)
- Provide appropriately informed, constructive advice to Transgrid based on their experience, expertise, and the interests of the constituencies they engage with and advocate on behalf of
- Participate in CAG discussions in good faith and with respect for the diversity of views represented within the group, including subject-matter experts
- Where possible, CAG members will seek to identify areas of shared understanding or common ground in advice provided to Transgrid. Where consensus is not achievable, it will be clearly documented to convey the differing perspectives expressed by members, including the underlying rationale for those views, to support Transgrid's consideration and decision-making
- Members are expected to contribute to advice and ideas through a range of mechanisms including, but not limited to, attendance and participation in meetings, meeting preparation and the review of documents
- Members of the CAG are not representatives of Transgrid and are not authorised to speak on behalf of the organisation. While members may express personal views about Transgrid, including on public platforms such as social media, they must not disclose any confidential or sensitive information provided to them in the course of their CAG involvement or bring the CAG into disrepute
- By agreeing to these Terms of Reference, (as acknowledged in section 8), it is agreed that the confidentiality provisions in the previously executed Transgrid Advisory Council (TAC) Non-Disclosure Agreement (NDA) will be amended to cover all CAG activities
- In accordance with clause 4.5 (Amendments) of the NDA, which provides that the Deed Poll may only be amended in writing with the mutual agreement of the Discloser and the Recipient, the parties agree to amend the definition of Permitted Purpose as follows:
 - **Existing definition:** "Permitted Purpose means work related to TAC membership duties."
 - **Amended definition:** "Permitted Purpose means work related to CAG membership duties."
 - All other terms of the NDA remain unchanged and in full force and effect.
- Any CAG member who has not previously signed a TAC NDA, will be required to sign a CAG Deed Poll of Non-Disclosure (NDA) before being appointed to the CAG
- All CAG members will be required, upon appointment, to provide an initial written declaration of any actual, potential, or perceived conflicts of interest relevant to their role on the CAG. These declarations will be managed and retained by the CAG Chair. Following this initial declaration, conflicts of interest will be managed by exception, with members required to disclose any new or changed conflicts as soon as reasonably practicable after they arise.

4.2. Role of the Chair

The CAG will be chaired by Transgrid's Executive General Manager of Corporate Affairs, Stakeholder Engagement and Environment (CASEE) or their delegate.

The Chair is responsible for:

- Managing any actual or perceived conflicts of interest that may arise among CAG members
- Facilitating meetings with an open, transparent, genuine and clear engagement approach
- Encouraging all CAG members to participate in discussions and deliberations so that the benefit of each member's perspectives and contributions can be shared and considered
- Ensuring no one party dominates the discussion to the extent others do not get a reasonable chance to engage meaningfully
- Setting and upholding standards of behaviour and engagement among CAG members at meetings.

4.3. Role of Transgrid

Transgrid is responsible for:

- Scheduling CAG meetings (with due consideration of CAG member availability)
- Preparing and distributing meeting agendas, slide packs, pre-reading materials and/ or any other relevant materials to CAG members
- Preparing meeting notes, recording and responding to action items and distributing these materials to CAG members
- Clearly identifying all sensitive and confidential materials
- Communicating clearly to the CAG, along with reasons why, cases where Transgrid has not adopted the CAG's advice
- Considering and responding to questions and information requests in a timely manner
- Presenting technical information in a way that is accessible and considerate of members' varying levels of expertise
- Supporting CAG members in understanding key issues to enable informed contributions.

4.4. Relationship with the AER

Transgrid and the CAG intend to maintain regular contact with the AER throughout the engagement program and AER representatives may be invited to attend CAG meetings.

The CAG can request the AER provide specialist information and advice on regulatory, economic, industry or other relevant matters to help inform their viewpoint and may seek advice about how AER staff may consider particular regulatory matters. Transgrid and the CAG recognise that any contributions made by AER staff may not reflect the views of the AER Board.

5. Meetings and operations

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- CAG meetings will be held approximately every four to six weeks
 - The topics and agenda for CAG meetings will be determined via consultation between Transgrid and the CAG

- The CAG may meet without Transgrid representatives in attendance but must notify Transgrid of such meetings
- The structure and format of CAG meeting notes will be determined following discussion and agreement between Transgrid and the CAG
- Transgrid will endeavour to share relevant materials with the CAG before meetings in a timely way, with meeting summaries and slides or other materials distributed afterwards to CAG members
- Transgrid may invite subject matter experts or AER representatives to attend sessions as appropriate
- CAG members will declare any new conflict(s) of interest at the commencement of each CAG meeting
- Quorum for meeting with Transgrid is four CAG members.

Quarterly CAG meetings will also be held to facilitate a broad-ranging discussion on key issues across the energy sector, involving an extended group of industry representatives. Quarterly meetings will include an update and discussion with Transgrid's CEO and may also include relevant external guest speakers.

6. Preparation of submissions

- Transgrid may provide remuneration (in line with the rates in section 7) and support to CAG members for the preparation of submissions on regulatory proposals, following agreement in advance with Transgrid's General Manager of Regulation and Policy
- Any group submissions to Transgrid's regulatory proposals, made on behalf of the CAG, must involve input from four or more CAG members
- The scope of group submissions made on behalf of the CAG and the associated CAG member remuneration, must be agreed in advance with Transgrid's General Manager of Regulation and Policy
- Group submissions made on behalf of the CAG will be free from the influence or control of Transgrid
- The CAG will provide Transgrid a draft of their group submissions to review for fact checking and confidentiality, with reasonable notice

7. Remuneration and expenses

- CAG members are eligible for remuneration at a rate of \$280 per hour (excluding GST)
- Activities outside the scope of meeting attendance, reasonable meeting preparation time and associated communications, shall not be remunerated unless agreed to in advance by Transgrid
- CAG members will be reimbursed for reasonable travel costs (such as airfares, accommodation, ground transport and meals) and other out of pocket expenses incurred for the intent and purpose of undertaking the role of CAG member and as agreed with Transgrid
- CAG members must submit a tax invoice at the end of each month referencing the appropriate purchase order, the dates and total number of hours worked, including a description of the activities completed. This invoice will be approved by Transgrid's General Manager Regulation and Policy or their delegate
- Tax invoice receipts must be provided for all CAG member expense claims
- Transgrid will deposit fees into CAG members' nominated bank account within 30 days after receiving the tax invoice
- No further fees will be payable to CAG members upon conclusion of their appointment. Any fees owing for services performed prior to the date of conclusion will be paid in accordance with these terms
- Transgrid will review CAG member remuneration rates every two years, in alignment with the review of Terms of Reference (next review due in February 2028)

8. Acknowledgement

I, _____, confirm that I accept the appointment as a member of Transgrid's Consumer Advisory Group (CAG) on the terms of appointment set out in this document.

.....
[signature]

Date:

Appendix A - Approval and amendment of these Terms of Reference

These Terms of Reference were approved by Transgrid in April 2026 as per the table below. As noted in section 1, Transgrid will review and amend (if needed) this Terms of Reference document on an annual basis, in consultation with CAG members.

A.1 Approvals

Approver	Date approved	Version
Maryanne Graham, EGM Corporate Affairs, Stakeholder Engagement and Environment	21 April 2026	V1.1

A.2 Amendments

Nature of Amendment	Version and date
4.1 – In accordance with feedback provided by CAG members: (a) Replaced; CAG members will endeavour to reach consensus on issues and advice to Transgrid, and where this is not possible, will appropriately represent all CAG member views With: Provide appropriately informed, constructive advice to Transgrid based on their experience, expertise, and the interests of the constituencies they engage with and advocate on behalf of; Participate in CAG discussions in good faith and with respect for the diversity of views represented within the group, including subject-matter experts; (b) Added: Where possible, CAG members will seek to identify areas of shared understanding or common ground in advice provided to Transgrid. Where consensus is not achievable, it will be clearly documented to convey the differing perspectives expressed by members, including the underlying rationale for those views, to support Transgrid's consideration and decision-making. (c) Replaced: CAG members must provide a declaration of actual or perceived conflicts of interest of the nominated representative (and any proposed alternative representative). If any conflicts of interest arise during the term of membership, it/they are to be disclosed as soon as possible. With: All CAG members will be required, upon appointment, to provide an initial written declaration of any actual, potential, or perceived conflicts of interest relevant to their role on the CAG. These declarations will be managed and retained by the CAG Chair. Following this initial declaration, conflicts of interest will be managed by exception, with members required to disclose any new or changed conflicts as soon as reasonably practicable after they arise. 4.2 (d) Added: ensuring no one party dominates the discussion to the extent others do not get a reasonable chance to engage meaningfully	20260413 – CAG ToR V1.1

7.

(e) Replaced:

CAG members are eligible for remuneration at a rate of \$270 per hour (excluding GST)
Activities outside the scope of meeting attendance, reasonable meeting preparation time and associated communications, shall not be remunerated unless agreed to in advance by Transgrid

CAG members will be reimbursed for reasonable travel costs (such as airfares, accommodation, ground transport and meals) and other out of pocket expenses incurred while undertaking the role of CAG member and as agreed with Transgrid

With:

CAG members are eligible for remuneration at a rate of \$280 per hour (excluding GST)
Activities outside the scope of meeting attendance, reasonable meeting preparation time and associated communications, shall not be remunerated unless agreed to in advance by Transgrid

CAG members will be reimbursed for reasonable travel costs (such as airfares, accommodation, ground transport and meals) and other out of pocket expenses incurred for the intent and purpose of undertaking the role of CAG member and as agreed with Transgrid