

Simply VPP – Terms and Conditions

These Simply VPP Special Conditions apply in addition to the obligations set out in your Agreement, during the VPP Benefit Period.

Definitions

All other words appearing in capital letters in these Terms and Conditions have the same meaning as when used in the Agreement Terms, unless defined below.

VPP Community Credit means a monthly credit applied to Your account pursuant to the Virtual Power Plant Community Credit section.

VPP Benefit Period means the two (2) year period you can receive the VPP Community Credits in accordance with these Terms and Conditions.

Energy Management Solutions means the provision of the services provided by us to you in connection with your Energy System under these Terms and Conditions.

Excluded Loss means:

- a) loss of profit, revenue, or anticipated savings;
- b) financing costs;
- c) loss of access to markets;
- d) damage to credit rating or goodwill;
- e) loss of opportunity;
- f) special, incidental or punitive damages; or
- g) any loss or damage arising from special circumstances that are outside the ordinary course of things however arising in relation to this Agreement, and regardless of the basis of the claim (including negligence).

Energy Storage System means a battery system approved by us and any associated hardware, software, internet connections and smart meter.

Virtual Power Plant Community Credit

Subject to meeting and continuing to meet the Eligibility Criteria, we agree to pay you a VPP Community Credit of approximately \$20 (including GST) per month, and a sign-up bonus of \$100, to a maximum of \$580 (including GST) over the VPP Benefit Period.

Your VPP Community Credit has been calculated as a daily average and will be credited to your account per calendar month on a pro-rated basis.

Eligibility Criteria

The VPP Community Credits are only available if, at all times during the VPP Benefit Period:

- you are not a member of a virtual power plant trial, demonstration or product;
- are a residential customer who meets our creditworthiness and other eligibility criteria;
- our communication with your Energy Storage System is reliable and continuous;
- you are continuing to comply with the Eligibility Criteria; and
- your Agreement has not ended.

The payment of the VPP Community Credit will not commence until:

- the VPP benefit period has started;
- you have met all of the Eligibility Criteria;
- you have provided any information reasonably requested by us.
- we have commenced reliable and continuous communication with your Energy Storage System.

After the payment of the VPP Community Credit commences it will be provided to you as follows:

- a) it will be credited to your account monthly; and
- b) it will be shown as a credit amount on each bill (provided the amount is not zero).

At our discretion, and upon prior notice to you, we may stop paying the VPP Community Credit if a reliable and continuous communications connection to your Energy Storage System is lost for 10 business days or longer. We will not recommence paying the VPP Community Credit to you until communications is re-established.

Participation in the Virtual Power Plant

Management and control

You agree:

- to make the electricity in your battery facility available to us.
- to us monitoring, controlling and managing your Energy Storage System in accordance with this contract;
- we may, from time to time, at our discretion:
 - » draw electricity to your battery facility from your solar PV system, the national electricity grid or the distribution network;
 - » store electricity in your battery facility;
 - » place your battery on hold (cease charging and discharging) for periods of time;
 - » discharge electricity from your battery facility, whether to your premises, to a supply point in the distribution network, or to the national electricity grid; or
 - » set the operating mode of the battery facility;
- that we may engage third party providers to do any of the activities described in this contract on our behalf (including without limitation, to operate, or assist to operate, the Virtual Power Plant).

You agree, if the manufacturer of your battery facility has restrictions on how the battery facility may be operated as part of a Virtual Power Plant, we will operate your battery facility in accordance to those restrictions provided that you or the manufacturer has drawn that to our attention.

You agree, that if we draw electricity to your battery facility from the national electricity grid or your distributor's distribution network that electricity will form part of your electricity usage for the purposes of the calculation of your charges.

Your Obligations

During the VPP Benefit Period, you must

- not permit anyone other than us to control your Energy Storage System.
- ensure that your Energy Storage System is properly functioning and connected to the internet connection at all times;
- not interfere with or override in any way the activities described in this contract (including, without limitation, by using any third party software applications and tools to modify or alter any settings or features, or to select the operating mode, in connection with your Energy Storage System);
- if we provide you with an instruction to ensure that your operation of the battery facility is in compliance with this contract, including to select the operating mode, promptly comply with our instruction; and
- otherwise continue to meet the Eligibility Criteria.

If any material is developed or created under this contract or in the course of providing the Energy Management Solutions to you, we will own all rights, including any intellectual property, in that material. You agree to assign your rights in such materials to us on their creation.

Limitation of Liability

Subject to applicable law, neither Party is liable to the other for any Excluded Loss.

This Agreement does not affect any limitation of liability or immunity either Party has under applicable law.

Maintenance

You agree to:

- regularly monitor the Energy Storage System to ensure that it is operating and storing solar power;
- take all reasonable steps, at your cost, to ensure that the Energy Storage System is in good working order at all times and able to reliably and continuously communicate with us;
- maintain the Energy Storage System in a safe condition and in accordance with the requirements of the relevant manufacturer, the Clean Energy Council and the distribution network;
- ensure that any work on the Energy Storage System and equipment (to the extent required by law), and any associated work at your premises, is done by appropriately qualified electricians; and
- keep all vegetation, structures and vehicles at your premises clear of the Energy Storage System.

Specific Notice

You must give us 20 business days' notice if:

- you will cease to meet any of the Eligibility Criteria (for example, if you will move premises); or
- there will or is likely to be a change to the generating capacity of your battery facility, solar PV system or any other associated equipment (for example, if you need to repair, remove or modify any component of the Energy Storage System).

Data

You agree to make available to us or consent to us obtaining, information relating to the amount of electricity stored in your battery facility and any other information necessary for us to evaluate or perform the services described in this contract.

You acknowledge that the energy management solutions may capture data that will be owned by, and transmitted to, us.

You agree:

- to this ownership and transmission; and
- that we may use and share this data however we see fit, including for the purposes of disclosing it to any third party associated with the provision of energy management solutions (including our related bodies corporate and any personnel of us and our related bodies corporate, your distributor and government agencies), and that your agreement will continue to apply to any data received before or after the VPP benefit period.

You acknowledge that government agencies may make data available to the public in connection with any agreements or funding arrangements between us and that government agency, and we have no liability for that publication.

Where we exchange data and personal information about you with third party providers you agree that in the event of a privacy breach by an overseas recipient, we will not be accountable for that recipient under Australia's Privacy Act and you may not be able to seek redress under the Privacy Act.

Feed-in Tariff

We will purchase your feed-in electricity at the voluntary or regulatory feed-in tariff in accordance with the terms of the feed-in electricity arrangement.

Further Eligibility Criteria

This offer is only available if you, at all times during the VPP benefit period:

- are an SA, VIC, NSW or South East QLD residential customer who meets our creditworthiness and other eligibility criteria;
- have a fully functioning and performing solar PV system (with a minimum 3kW inverter size) installed at your residential premises;
- have an Energy Storage System on our list of eligible Energy Storage Systems (as at the date you entered into this contract), installed at your premises
- have a remotely read interval meter (smart meter) installed at your premises (and, where you do not have a smart meter installed at your premises before the commencement of the VPP benefit period, you have agreed to have a smart meter installed at your premises because a smart meter is required to enable the provision of energy management solutions to you)
- have an available, continuous and reliable internet connection at your premises to which your Energy Storage System will be connected (and you do not have a Satellite NBN nor a 3G/4G internet connection).

This contract will end if you move out of your premises, or if we or you otherwise end this contract as set out in this document.

Contract Information

Your contract includes this Contract Confirmation and the Contract Terms and Conditions. If there are any inconsistencies between this Contract Confirmation and the Contract Terms and Conditions, then this Contract Confirmation will override the Contract Terms and Conditions to the extent of that inconsistency.