Introduction

Our Battery Ease Virtual Power Plant program ("Program") is offered by EnergyAustralia to eligible residential customers who have an Energy Storage Product at their Premises. Under this Program, customers allow EnergyAustralia to remotely control and operate their Energy Storage Product to help manage the variability in the power system, and to assist the electricity grid during unforeseen events and in doing so can earn credits on their electricity bill. Customers should not experience any interruption to the electricity supply at their Premises as a result of their participation in this Program.

The terms and conditions of your Battery Ease Retail Contract with us will continue to govern the supply of electricity to you by us. This document (the "Battery Ease VPP Contract") sets out the terms and conditions on which EnergyAustralia Pty Ltd ABN 99 086014 968 (EnergyAustralia, we, our, us) agrees to provide you the Battery Ease VPP service ("Service").

You should read and understand this Battery Ease VPP Contract. If you have any questions about this Battery Ease VPP Contract, please do not hesitate to contact us by visiting **home.energyaustralia.com.au/contact-us**.

1. KEY TERMS

Before agreeing to this Battery Ease VPP Contract, you should read the full set of terms and conditions, and particularly the following key terms:

a. Our liability to you: except in relation to our Consumer Law Obligations, our breach of this Battery Ease VPP Contract and our negligent acts or omissions, we are not liable to you for any Loss under this Battery Ease VPP Contract (see clause 8.4 (Liability)).

b. Termination: we may terminate this Battery Ease VPP Contract immediately where you have breached a material term of this Battery Ease VPP Contract and have not rectified that breach within 14 days of a notice from us, where you no longer satisfy any one or more of the Eligibility Criteria or where your Battery Ease Retail Contract with us terminates or expires for any reason. We may also terminate the Battery Ease VPP Contract for convenience by you providing 30 days prior written notice. (see clause 10 (Termination) and clause 14 (How can this Battery Ease VPP Contract be varied?)).

c. Is Battery Ease right for you?: This Program will only be suitable for you if you meet the terms of this Battery Ease VPP Contract, including the Eligibility Criteria. (see clause 3 (Eligibility Criteria)).

2. TERM

This Battery Ease VPP Contract commences on the Commencement Date and continues until your Battery Ease Retail Contract with us ends or this Battery Ease VPP Contract is terminated earlier under and in accordance with clause 10 (Term).

3. ELIGIBILITY CRITERIA

a. Your eligibility to participate in the Program under this Battery Ease VPP Contract is subject to each of the following criteria being met during the Term:

   i. you remain an EnergyAustralia retail electricity customer at the Premises on an electricity plan and in the locations that we specify from time to time as compatible with our Program;

   ii. you have a market exposed remotely read smart meter;

   iii. you meet all eligibility criteria as specified in the Battery Ease Retail Contract;

   iv. you do not withdraw your consent to our use of the Data in accordance with clause 12;

v. you must own or have the right to use the Energy Storage Product;

vi. you have not enrolled your Energy Storage Product in another provider's VPP demand response program or any such similar program and you allow us to be the Energy Storage Product's sole VPP Provider;

vii. the Energy Storage Product remains installed, commissioned, available and controllable by us at the Premises;

viii. the Energy Storage Product has been installed so that site energy flows are registered correctly and available to us;

ix. the Energy Storage Product is and remains connected to the internet and remains online and available;

x. your Energy Storage Product is performing in accordance with the relevant manufacturer's specifications for your Energy Storage Product;

xi. your Energy Storage Product is not outside of the relevant manufacturer warranty for your Energy Storage Product; and

xii. the Energy Storage Product is one of our approved systems as specified by us.

4. HOW WE WILL OPERATE YOUR ENERGY STORAGE PRODUCT

a. Your Energy Storage Product will join a network of batteries working together to form a Virtual Power Plant known as a 'VPP'. This means the Energy Storage Product will be enrolled in a software platform designed for monitoring, aggregation and control of multiple batteries in the VPP (VPP Platform).

b. We will use reasonable endeavours to enrol your Energy Storage Product as soon as practicable in the VPP and this process can take up to 4 weeks to be completed. The Battery Ease Payments listed in clause 7 are not affected by any time taken to enrol the Energy Storage Product in the VPP.

c. After your Energy Storage Product has been enrolled into the VPP we will use reasonable endeavours to optimise your Energy Storage Product to your energy retail tariff, this is known as Retail Tariff Optimisation. Retail Tariff Optimisation means that where practicable we will attempt to move your consumption of electricity into lower priced periods of the day by changing the operation of your Energy Storage Product. This optimisation is always subject to Virtual Power Plant Events where we may control your Energy Storage Product for other purposes as set out in clause 6 but otherwise runs while the Energy Storage Product remains installed, commissioned, available and controllable by us at the Premises. We cannot guarantee the lowest possible bill as a result of Retail Tariff Optimisation because this is based on future predictions, the objective of this optimisation is to minimise the retail bill to you. Retail Tariff Optimisation may consider factors such as:

i. The forecast weather

ii. Your forecast energy usage

iii. The system installed at your home

d. To the extent that an express manufacturer's warranty is subject to conditions of use (for example throughput or cycling limits), we will use reasonable endeavours to ensure we do not use or operate the Energy Storage Product in a manner that would void the warranty. We are not responsible for your operation and use of the battery, including prior to the commencement of this Battery Ease VPP Contract.

e. To the extent that you access and use a User App you acknowledge and agree that enrolment of the Energy Storage Product in the VPP Platform means that during a Virtual Power Plant Event, the usual operating modes available via the User App may change or be disabled when EnergyAustralia is operating the Energy Storage Product.

f. When providing the services under the Program, we will comply with the New Energy Tech Consumer Code (NETCC). You can access the NETCC Consumer Information Product Fact Sheets on our website. We will also ensure that our employees, contractors, agents, representatives and any other individuals or businesses acting on our behalf do likewise. This includes third parties we engage to undertake direct marketing and sales for us. We will be responsible for all actions governed by the NETCC whether taken by our employees, contractors, agents, representatives or any other individuals or businesses acting on our behalf. This includes third parties we engage to undertake direct marketing for us or who we engage to install products or systems we provide to you or to deliver services to you.

g. If you have an Eligible BESS2 under the BESS2 Activity Definition of the PDRS Rule and elect to participate in that scheme, you agree that we nominate MAC TS as the Capacity Holder in relation to your Eligible BESS2.

h. Without limitation to any other right we have under this Battery Ease VPP Contract, we agree that from the Commencement Date that we will have a Virtual Power Plant available to our customers for a period of no less than 12 months (for the avoidance of doubt, we may do this by requesting that you migrate from Battery Ease to a different VPP based Product.)

5. YOUR OBLIGATIONS AND ACKNOWLEDGEMENTS

5.1 Your obligations

a. You acknowledge that we may, from time to time (but are not required to), provide you with reports or information regarding the use of the Energy Storage Product in a given timeframe.

b. If we think it is reasonably necessary for the effective running of the Program, we may, at any time:

   i. change the systems eligible for the Program (including to add an additional system or remove a system – for example if that system is the subject of a product recall);

   ii. change the electricity plans that are eligible for the Program (but if we remove the plan you are currently on, then that change will not apply to you); and

   iii. change the locations that are eligible for the Program.

   If you are no longer eligible for the Program as a result of the above changes, then we will give you 30 days advance notice that your system is no longer eligible. At the end of the 30 day period, this Battery Ease VPP Contract will be terminated and the Battery Ease Payments listed under clause 7 will cease.

5.2 Your acknowledgements

a. You acknowledge and agree that:

   i. we may engage third party providers to do any of the activities described in this Battery Ease VPP Contract on our behalf (including without limitation, to operate, or assist the operation of, the VPP);

   ii. in order to enrol the Energy Storage Product in the VPP Platform, we may disclose your personal information to any suppliers that maintain and operate the VPP Platform, we may also disclose your personal information to other third parties in connection with this Battery Ease VPP Contract including, for example, the manufacturer of your battery or other third parties who assist us with billing and other related activities;

   iii. certain information regarding use of your Energy Storage Product will be collected and shared via the VPP Platform. Examples include: operation and system performance data of the Energy Storage Product, and other products which operate with the Energy Storage Product such as a solar PV system (this includes running state of individual components, battery temperature, communication status, uptime); information about

your energy use, site load frequency related to the Energy Storage Product and other electrical data, including usage, production, state of charge of the battery and appliance use. This information will be collected by us, the manufacturers of products that form part of the Energy Storage Product and/or any third-party providers that maintain and operate the Energy Storage Product or any VPP Platform in which the Energy Storage Product is enrolled;

iv. we may remotely access and control the Energy Storage Product at any time;

v. we may discharge the Energy Storage Product to the national electricity grid at any time. When we do so:

1. a minimum of 10% of the Energy Storage Product's rated storage capacity will at all times be reserved for your own use; and
2. you will be liable for any costs incurred in respect of any electricity imported from the national electricity grid to charge the Energy Storage Product and this could result in your total energy consumption being higher than if you were not on the Program,

vi. noting that we do not supply you with the system under this Battery Ease VPP Contract but, subject to our express obligations under this Battery Ease VPP Contract, you are responsible for the maintenance of your system and managing end of life matters in relation to your system;

vii. the performance warranties for your system are provided by your system provider and / or installer. We provide the warranties set out in clause 8;

viii. this program is only suitable for you if you meet the Eligibility Criteria set out in clause 3 and otherwise agree to the terms set out in this Battery Ease VPP Contract.

b. During the Term:

i. you must do all things necessary to ensure that we have access to and are able to remotely access, operate and control your Energy Storage Product at the Premises as specified in this Battery Ease VPP Contract (including ensuring the Energy Storage Product is, and stays, connected to the internet);

ii. If your Energy Storage Product is not meeting any of the relevant Eligibility Criteria we may by:

1. giving you 14 days written notice where it is reasonably practicable to do so; or
2. immediately where it is not reasonably practicable to give you notice, where you no longer satisfy any one or more of the Eligibility Criteria under clause 3; or

iii. you agree to take the necessary steps to enable the Eligibility Criteria to be met again within 14 days from being provided that notification or within such other timeframe as we might reasonably notify you, or you may be removed from the Program. However, subject to clause 5.1(b), we are not obliged to give you notice that you do not meet the relevant Eligibility Criteria and we are moving you from the Program, if reasonable in the circumstances, before removing you from the Program;

iv. you agree to ensure the Energy Storage Product is maintained in accordance with the manual provided by the manufacturer and the guide provided by the installer;

v. you must not authorise anyone other than us (or our VPP Provider) to control the Energy Storage Product;

vi. you must not deliberately override or interfere with any communication signals between the Energy Storage Product and us (or our VPP Provider);

vii. you must not deliberately override or disable our (or our VPP Provider's) operation or control over the Energy Storage Product;

viii. you must not allow any other person to move, remove, tamper with, disable, displace or damage the Energy Storage Product; and

ix. you will be responsible for your internet connection and all associated charges through the Term.

6. VIRTUAL POWER PLANT EVENTS

a. At any time during the Term, we may, without prior notification to you, activate a demand response event by operating the Energy Storage Product located at the Premises in any number of ways (at our discretion), which may include:

i. operating the Energy Storage Product so as to charge the Energy Storage Product directly from the local distribution network ahead of a Response Request;

ii. operating the Energy Storage Product at the time of a Response Request so as to discharge the energy held in the Energy Storage Product into the local distribution network; or

iii. any other operation mode of the Energy Storage Product in relation to a Response Request, (each a Virtual Power Plant Event).

b. We may run multiple Virtual Power Plant Events on a day to respond to changes in supply and demand imbalances in the NEM or for any other purposes.

c. We anticipate that the total amount of energy extracted through all of the Virtual Power Plant Events during any calendar year will not exceed 200kWhs and a percentage of the Energy Storage Product's rated storage capacity, as notified to you, will at all times be reserved for your own use. If you join our Program in the last three months of any given calendar year, we will use reasonable endeavours to ensure that we only operate your Energy Storage Product on a reasonable basis and not for the specified 200kWhs during that limited period.

d. We may from time to time (but are not required to), provide you with reports or information regarding the Virtual Power Plant Events that have been activated in respect of the Energy Storage Product in a given timeframe.

7. YOUR PAYMENTS

a. Subject to you satisfying each of the Eligibility Criteria set out in clause 3 above, we will pay you a monthly incentive for your continued enrolment in EnergyAustralia's Virtual Power Plant. These payments will be made in accordance with clause 7(c) as follows:

Amount	Frequency
$15.00	Monthly

b. EnergyAustralia may vary the amount of the Battery Ease Payment at any time during the Term by providing at least 30 days' prior written notice to you. If you do not agree with the change then you have the opportunity to terminate this Battery Ease VPP Contract in accordance with clause 10.2(c) prior to the change taking effect. If you do not terminate the Battery Ease VPP Contract within the period specified in clause 10.2(c), then you will be taken to have accepted the change to the Battery Ease Payment.

c. Where a Battery Ease Payment becomes payable to you in accordance with this Battery Ease VPP Contract, we will apply such amount as a credit against your electricity account (under your Battery Ease Retail Contract with us) within 15 Business Days after the end of the calendar month. Such amount will then be deducted from the next invoice issued under your Battery Ease Retail Contract with us after the credit has been applied.

d. You acknowledge and agree that:

i. other than the Battery Ease Payments payable to you under clause 7 of this Battery Ease VPP Contract, you are not entitled to any further compensation or payment in relation to this Battery Ease Contract, your participation in this Program or any specific Virtual Power Plant Event (other than our liability under a Consumer Law Obligation or clause 8.4); and

ii. you will be liable for any costs incurred in respect of any electricity imported from the NEM to charge the Energy Storage Product during a Virtual Power Plant Event.

8. OUR WARRANTIES AND LIABILITY

8.1 Our warranty

We warrant that we will provide the services we provide to you under this Battery Ease VPP Contract in accordance with good industry practice.

8.2 Consumer Law Warranties

a. Nothing in this clause operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law ("Consumer Law Obligations").

b. If any Consumer Law Obligation applies to any goods we supply under this Battery Ease VPP Contract we will, to the extent required by the Australian Consumer Law, resupply the goods or services or pay for their resupply.

c. Where Consumer Law Obligations apply, for major failures with the goods and services we provide, you are entitled to cancel this Battery Ease VPP Contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable Loss or damage.

d. If Consumer Law Obligations apply and the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel this Battery Ease VPP Contract and obtain a refund for the unused portion of this Battery Ease VPP Contract.

8.3 Implied warranty exclusion

Except in relation to obligations that cannot be excluded by law (including the Consumer Law Obligations), all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on EnergyAustralia are expressly excluded under this Battery Ease VPP Contract.

8.4 Liability

a. Except in relation to:

i. our Consumer Law Obligations;

ii. our breach of this Battery Ease VPP Contract; and

iii. our negligent acts or omissions, we are not liable to you for any Loss, including any indirect or consequential Loss, arising directly or indirectly under or in connection with this Battery Ease VPP Contract or the performance or non-performance under this Battery Ease VPP Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

b. Without limiting clause 8.4(a) we are not liable to you for any Loss, arising:

i. as a result of your (or the third parties that you engage or authorise) negligent acts or omissions;

ii. as a result of our control of your Energy Storage Product where we are controlling your Energy Storage Product within the relevant manufacturer's published warranty limitations;

iii. in the event of an energy grid black-out affecting your Premises where your Energy Storage Product does not work as a result of our discharge of your Energy Storage Product, provided that we have not discharged your Energy Storage Product in a manner that is inconsistent with this Battery Ease VPP Contract;

iv. any Defect or fault in your Energy Storage Product not caused by us or any other matter that is beyond our reasonable control;

v. any error, viruses or bugs present in your Energy Storage Product not caused by us or any other matter that is beyond our reasonable control;

vi. as a result of updates or upgrades to hardware or software initiated by the provider of your Energy Storage Product; or

vii. as a result of your breach of this Battery Ease VPP Contract.

c. You will not be liable to us for any Loss that does not arise naturally, in the usual course of things, as a result of your breach of this Battery Ease VPP Contract or your negligent acts or omissions.

9. UNSOLICITED CONSUMER AGREEMENTS

a. If this Battery Ease VPP Contract is an Unsolicited Consumer Agreement you also have a right to cancel this Battery Ease VPP Contract at any time within:

i. 3 months from and including the day after you receive this Battery Ease VPP Contract if there has been a breach of sections 73, 74 or 75 of the ACL; or

ii. 6 months from and including the day after you receive this Battery Ease VPP Contract if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the ACL.

b. You may have similar rights under state-based legislation.

10. TERMINATION

10.1 Our termination rights

We may terminate this Battery Ease VPP Contract:

a. immediately where you have breached a material term of this Battery Ease VPP Contract and have not rectified that breach within 14 days of receipt of a written notice from us;

b. subject to clause 5.1 and 5.2(b)(ii), where you no longer satisfy any one or more of the Eligibility Criteria under clause 3;

c. immediately if your Battery Ease Retail Contract with us terminates or expires for any reason; or

d. upon us providing you with 30 days written notice of our intention to terminate this Battery Ease VPP Contract.

10.2 Your termination rights

You may terminate this Battery Ease VPP Contract:

a. immediately where we have breached a material term of this Battery Ease VPP Contract and have not rectified that breach within 14 days from receipt of a written notice from you;

b. pursuant to clauses 8.2(c) or 8.2(d) (Consumer Law Obligations) or 9(a) (Unsolicited Consumer Agreements); or

c. by providing us with at least 30 days' prior written notice of your intention to terminate this Battery Ease VPP Contract.

10.3 Termination of your Battery Ease Retail Contract

a. we will pay to you all the Battery Ease Payments that are payable up to the date of termination in accordance with clause 7(b);and

b. unless separately terminated in accordance with its terms, your Battery Ease Retail Contract with us remains on foot and supply of electricity to your Premises will be unaffected.

10.4 Termination of your Battery Ease Retail Contract

a. You acknowledge that:

   i. where your Battery Ease Retail Contract is terminated for any reason, then this Battery Ease VPP Contract will automatically co-terminate; but

   ii. where this Battery Ease VPP Contract is terminated for any reason, then your Battery Ease Retail Contract is not automatically co-terminated.

11. YOUR PRIVACY

a. You consent to us using, collecting, disclosing and transferring your personal information and sending you information in accordance with our Privacy Policy, available at **energyaustralia.com.au/privacy**, as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, VPP Platform operators, and third party billing and technology providers to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.

b. Subject to this clause 11 and our Privacy Policy, you consent to us contacting you about participating in feedback surveys, studies and/or research projects. We may also contact you about participating in an in-depth insights session with other customers of ours or providing testimonials of your experience for marketing purposes.

12. USE OF DATA

a. In the course of providing the Battery Ease program to you we may capture, create or generate Data (and intellectual property in that Data) which will be owned by us.

b. Subject to our obligations at law (including under the *Privacy Act 1988 (Cth)*), you consent to:

   i. the transmission of the Data to us; and

   ii. our access, use and disclosure of the Data for any purpose including (but not limited to) allowing us to improve our products and services, to comply with our regulatory obligations and to undertake analytics (whether or not you remain on the Program and whether or not you remain an electricity customer of ours).

c. If you are permitted at law to withdraw your consent to the matters specified in clause 12(b), and you notify us that you would like to do so, we may no longer be able to provide our Program to you and we may notify you that you are no longer eligible for our Program and terminate this Battery Ease VPP Contract in accordance with clause 10.1(b).

d. Nothing in this clause 12:

   i. limits our obligations under the *Privacy Act 1988 (Cth)*; or

ii. your right to use any Data you collect, capture, generate or process in relation to your Energy Storage Product.

13. GST

a. Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.

b. The Battery Ease Payments, or any other consideration under this Battery Ease VPP Contract, include any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.

c. We must, within 20 Business Days of a request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Battery Ease VPP Contract.

14. HOW CAN THIS BATTERY EASE VPP CONTRACT BE VARIED?

We may amend this Battery Ease VPP Contract from time to time by providing you with at least 30 days' prior written notice. If you do not agree to the new amendments, then you may terminate this Battery Ease VPP Contract at any time prior to the relevant changes taking effect. If you do not terminate the Battery Ease VPP Contract before the relevant changes take effect, then you will be taken to have accepted the new terms.

15. NOTICES

a. A notice, consent or other communication under this document is only effective if it is in writing and either left at the addressee's address or sent to the addressee by email (for notices sent to us) or by mail, email or SMS notification (for notices sent to you).

b. You may give us a notice under this Battery Ease VPP Contract by leaving it at our address or sending it to us by email. We may give you notices by mail, email or SMS. A notice, consent or other communication that complies with this clause is regarded as given and received:

i. if it is delivered, when it has been left at the addressee's address;

ii. if it is sent by mail, three Business Days after it is posted; or

iii. on the same day if it is sent in electronic form by email or SMS between 10.00am (Melbourne time) and 10.00pm (Melbourne time) on that day.

16. TRANSFER OF THIS BATTERY EASE VPP CONTRACT

Subject to the regulatory requirements, we may novate this Battery Ease VPP Contract to a related body corporate that is authorised to conduct a retail energy sales business in the State or Territory in which your supply address is located, provided we consider, acting reasonably, that the transferee is able to perform the obligations under this Battery Ease VPP Contract in accordance with its terms. We will make reasonable efforts to provide you notice within 30 days of any such novation and if you do not agree with the novation you may terminate this Battery Ease VPP Contract in accordance with clause 10.2(c). You may not assign, transfer or novate your rights and obligations under this Battery Ease VPP Contract without our prior written consent.

17. DISPUTE RESOLUTION AND COMPLAINTS

a. In the event of a dispute or complaint regarding this Battery Ease VPP Contract or marketing activity, please contact us on **1800 108 633** or **solar.battery.enquiries@energyaustralia.com.au**.

b. You may also (including if you are dissatisfied with our response):

i. refer the matter to the Energy & Water Ombudsman NSW (EWON) on **1800 246 545**;

ii. submit a complaint to the Administrator of the New Energy Tech Code of Conduct. (For more information, visit **newenergytech.org.au/make-a-complaint**); or

iii. access an external dispute resolution scheme (where applicable) or take a complaint to a government regulator.

18. GENERAL

a. This Battery Ease VPP Contract is governed by the laws of the State in which your Premises are located and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

b. This Battery Ease VPP Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Battery Ease VPP Contract and has no further effect. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraudulent misrepresentation or other representations which cannot be excluded by law or limit the operation of clause 8.2.

c. Any provision of this Battery Ease VPP Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Battery Ease VPP Contract enforceable, unless this would materially change the intended effect of this Battery Ease VPP Contract.

19. DEFINITIONS

The following definitions apply in this Battery Ease VPP Contract

a. **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

b. **Battery Ease Retail Contract** means your Battery Ease Retail Contract with us for the supply of electricity to your Premises.

c. **Battery Ease Virtual Power Plant Program (Program)** has the meaning given in the Introduction.

d. **Battery Ease VPP Contract** means this Battery Ease VPP Contract between you and us.

e. **BESS2 Activity Definition** means the 'Activity Definition BESS2' set out in Schedule D 'Household Annual Demand Response' in the PDRS Rule.

f. **Business Day** means a day other than a Saturday or Sunday when the banks in Melbourne are open for business.

g. **Capacity Holder** has the meaning given in the PDRS Rule.

h. **Commencement Date** means the date that you agree to this Battery Ease VPP Contract with us.

i. **Consumer Law Obligations** has the meaning given in clause 8.2(a).

j. **Data** means any data or information collected, captured, generated or processed in relation to the Battery Ease VPP Program and includes (but isn't limited to) your generation and consumption of energy, your net export of electricity, and other data that may be transmitted to us in connection with the Program.

k. **Defect** means a deficiency or fault in the product that has a detrimental impact on its capability or performance.

l. **Eligible BESS2** means a battery energy storage system that means the 'Equipment Requirements' set out in the BESS2 Activity Definition.

m. **Eligible BESS2 Activity** means the 'BESS2 Activity' as described in BESS2 Activity Definition

n. **Eligibility Criteria** means the criteria set out in clause 3.

o. **Energy Storage Product** means an EnergyAustralia approved battery system as specified in our FAQs and as updated by us from time to time.

p. **GST** has the meaning given in the GST Law.

q. **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

r. **Loss** means any liability, cost, expense, loss or damage.

s. **NEM** means the National Electricity Market.

t. **NETCC** means the New Energy Tech Consumer Code.

u. **PDRS Rule** means Peak Demand Reduction Scheme Rule of 2022 (as updated and amended from time to time).

v. **Premises** means the address where the Energy Storage Product is installed and commissioned and which must be the same premises where you receive electricity from us under and in accordance with your Battery Ease Retail Contract.

w. **Response Request** means a period of time during which:

   i. low electricity supply is forecast (by us or the Australian Energy Market Operator);

   ii. NEM security and reliability is at risk;

   iii. electricity network congestion is anticipated to occur;

   iv. EnergyAustralia is conducting a test of the Demand Response Program, in the region in which the Premises is located; or

   v. other volatility in relation to the NEM is anticipated to occur or is forecast.

x. **Service** means the Battery Ease VPP service.

y. **SMS** means short message service via electronic text message.

z. **Term** has the meaning given in clause 2.

aa. **Unsolicited Consumer Agreement** has the meaning given in the *Competition and Consumer Act 2010 (Cth)*.

ab. **User App** means any third-party user app, including any app provided by the manufacturer of the Energy Storage Product, which provides you with access to a user portal or otherwise allows you to review and manage energy output and load of the Energy Storage Product.

ac. **Virtual Power Plant Events** has the meaning set out in clause 6(a).

ad. **VPP** means Virtual Power Plant.

ae. **VPP Platform** has the meaning given in clause 4(a).

af. **VPP Provider** means any third party service provider or a supplier of ours that maintains and operates the VPP Platform.

ag. "**we**" and "**our**" and "**us**" means EnergyAustralia Pty Ltd.

ah. "**you**" and "**your**" means the customer specified on your confirmation letter or on the document titled 'Energy Plan Details'.

BEVPP_TC_0925

Effective August 2025.
EnergyAustralia Pty Ltd. ABN 99 086 014 968.