Changes and additions to the EnergyAustralia Market Retail Contract Terms and Conditions

The following Solar Plus Plan Terms and Conditions are additional to the EnergyAustralia Market Retail Contract Terms and Conditions, and form part of your Contract with us.

Contract Start Date: The Contract does not start until we accept your application to join the Plan by issuing you with a Welcome Pack for the Plan. The Start Date is the day on which you receive a copy of the Welcome Pack (including this Contract) in accordance with the energy laws. However, energy supply won't start until the Supply Start Date.

Commencement of Supply: The supply of energy to your premises (the Supply Start Date) will start: if you are changing retailer, on the date on which your assigned meter identifier has been transferred to us, which will be the day after your next meter read following the Contract Start Date. If you are already with EnergyAustralia and changing to this Plan, your energy supply will continue.

Concessions, Rebates and Life Support: You may be eligible for a government concession or rebate in relation to your energy bills; for example, if you're a pensioner, on a low income, someone living in your home requires certain life support equipment, or you hold a relevant Pensioner Concession Card, Veterans Affairs Gold Card or a Centrelink Health Care Card. You can find further information about government concessions and rebates on our website. However, please note that if someone living in your home requires the supply of energy for "life support equipment" (as defined in the Energy Laws), you will no longer be eligible for this Plan and we will notify you of your options. In such circumstances, we may need to terminate your Contract or transfer you to one of our other plans.

Trial: This Plan is offered to you on a trial basis. We reserve our right to end the trial early. In the event that the trial ends, we will notify you no earlier than 40 business days and no later than 20 business days before the date that the trial ends. If the trial ends and we continue this Plan or a comparable plan, we will offer you this Plan or a comparable plan. If the trial ends and we do not continue this Plan or a comparable plan, you will be transferred to either our standing offer or the standing offer of the retailer financially responsible for your premises in accordance with the Energy Laws.

Eligibility Criteria: There are certain requirements that you must meet in order to be eligible to be part of our Solar Plus Plan Product. Some of these requirements apply to your System and are detailed in the System Contract. The eligibility criteria that apply to your Solar Plus Plan throughout the Term are as follows:

a. you must remain a retail electricity customer of ours at the Premises in an electricity distribution zone in NSW specified by us.

b. neither you, nor any other person, can be on life support at the Premises

c. you must not be experiencing Hardship (as defined in our **Hardship Policy**)

d. you must not be part of an embedded network

e. you must be a residential, and not a business, customer

f. you must comply with all laws, licenses, subordinate legislation, codes, guidelines standards and license terms applicable to the supply of services to you at the Premises

g. you must not withdraw your consent to our use of the Data

h. you must have access to SMS and email that can receive notification from us and you consent to receiving notifications relating to the Plan which do not include an unsubscribe facility

i. you meet all eligibility criteria as specified in your System Contract;

j. you must have eBilling or eCorrespondence enabled for your account; and

k. you have direct debit from a Mastercard or Visa credit card or debit card enabled for your account.

You acknowledge that where we are entitled to arrange for the disconnection of your Premises under Disconnection and Reconnection of Supply clause of the EnergyAustralia Market Retail Contract (which enables us to disconnect your energy supply in certain circumstances provided we have complied with all the Energy Laws and the provisions of the Disconnection and Reconnection of Supply clause and where you have not made payments that are owed to us under this Solar Plus Plan Contract), we may, instead of disconnecting you, give you notice that you are no longer eligible for the Plan and will be deemed not to have met the Eligibility Criteria under this Solar Plus Plan Retail Contract.

Your Plan and the System Contract continue for 7 years from the date on which the System is installed at the Premises, as notified by us to you, at which time we will contact you to discuss your options for joining another plan.

What happens if you do not meet the Eligibility Criteria?

If we determine that you aren't eligible for the Plan, or you become ineligible for the Plan during the Contract Term, we may transfer you to either our standing offer or the standing offer of the retailer financially responsible for your premises in accordance with the Energy Laws.

GreenPower: We make our GreenPower Product available for some customers who have an energy plan under a market retail contract with us. However, you are not eligible to take up our GreenPower Product while you are on your Solar Plus Plan under this Solar Plus Plan Contract.

Usage Charges: The Usage Charges applicable to you are specified in your Energy Plan Details. They include a rate for the energy consumed at your premises, including electricity from the grid and electricity generated by and drawn from the Solar and Battery System, but excluding controlled load consumption, where applicable (**General Rate**) and, if applicable, a rate for energy consumed on any controlled loads you may have at your premises (Controlled Load Rate).

Explanation of General Rate:

a. while you are on the Plan you will be on a General Usage Rate as set out in the Energy Plan Details.

b. this General Usage Rate applies to all electricity supplied at the supply address from both the Distributor's network and the System.

Bills: Under this Plan, once the Solar and Battery System has been installed, you will be billed based on an actual meter read of the amount of electricity used at your premises from multiple sources (including electricity drawn from the grid, directly from the solar panels and from the battery) during the billing cycle. The meter read we will use is known as an 'off-market meter read' because it's measuring more than just the energy taken from the grid. You acknowledge and agree that we may bill you via this method. Before the Solar and Battery System has been installed, you will be billed based on the on-market meter read.

Solar and Battery System: You have entered into separate terms and conditions for the installation of the Solar and Battery System at your premises (**System Contract**). As part of installing the Solar and Battery System for this Plan, we will need to replace the existing electricity meter at your premises. We may disconnect, lock-out or uninstall the Solar and Battery System (including remotely) in accordance with the terms of the System Contract. We may also disconnect or lock-out the Solar and Battery System (including remotely) if it is faulty, for such reasonable period until we are able to fix it; if we are carrying out maintenance of the Solar and Battery System; or if we deem it necessary for safety reasons. This will not affect the electricity supply to your premises, it will just mean that the electricity you consume during such periods is drawn from the grid.

Feed-in Tariffs: You agree that you are not eligible for a Solar Feed-In arrangement on the Solar Plus Plan.

Virtual Power Plant: The Solar and Battery System installed as part of this Plan will join a network of batteries working together to form a Virtual Power Plant known as a 'VPP'. This means the battery installed at your premises will be enrolled in a software platform designed for monitoring, aggregation and control of multiple batteries (**VPP Platform**). To enroll the battery in the VPP Platform, we may disclose your personal information to any suppliers that maintain and operate the VPP Platform, this may be the manufacturer of the battery or another third-party.

Collection of Data: You acknowledge and agree that certain information regarding the use of the System will be collected and shared via the VPP Platform. Examples of information collected and shared via the VPP Platform includes: – Operation and system performance data of the battery storage System, and other products which operate with the battery storage System such as the 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 System and other electrical data, including usage, production, state of charge of the battery and appliance use. This information will be collected by us, the manufacturer and/or any third-party providers that maintain and operate the VPP Platform and may be shared amongst these parties in connection with the VPP program.

Communications: You will receive all communications relating to your electricity service electronically and you will not be able to opt out of these communications during the Contract Term. Communications relating to your electricity service will be sent via email and/or SMS. Subject to the Privacy Policy clause of the EnergyAustralia Market Retail Contract Terms and Conditions and the EnergyAustralia Privacy Policy, you consent to us, an EnergyAustralia third party service provider or a supplier that maintains and operates the VPP Platform (including the battery manufacturer or another third-party) contacting you about participating in feedback surveys, a study and/or research projects. We may also contact you about participating in an in-depth insights session with other EnergyAustralia retail electricity customers or providing testimonials of your experience for marketing purposes.

Transfer of this Contract: We may novate this 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. You may not assign, transfer or novate your rights and obligations under this Contract without our prior written consent.

Glossary of Terms

For a full glossary of terms, please refer to the EnergyAustralia Market Retail Contract Terms and Conditions booklet.

Billing Cycle: The regular period that you receive your bill (this plan has a monthly billing cycle).

Contract: The agreement between us, which includes EnergyAustralia's Market Retail Contract, the Solar Plus Plan Terms and Conditions and the On By EnergyAustralia Energy Plan Details included in this Welcome Pack.

Cooling-Off Period: The 10 business days after you've entered a contract with us in which you're free to change your mind and cancel for any reason. Controlled Load Rate: The Usage Charge for the energy consumed on any controlled loads you may have at your premises.

Daily Supply Charge: A fixed charge for having a customer's home or business connected to a Distributor's network.

Distributor: The company who owns the infrastructure (poles, wires and pipelines) connecting energy to your home or business.

Energy: The electricity or gas that powers your home or business.

Energy Ombudsman: A mediator who can help resolve disputes between you and your energy retailer. Find the ombudsman for each state within your Terms and Conditions.

Energy Plan Details: Details around the supply of power to your home or business including any products, benefits, tariffs and charges that apply specifically to you.

Energy Retailer: That's us! Or any authorised party who sells energy to customers and manages their energy and billing.

Exit Fee: A charge payable if you exit your contract before the end date of your contract Period.

Fixed Rate Period: means a period that starts on a Supply Start Date and ends 7 years from the date the Solar and Battery System is installed at your premises;

General Rate: The Usage Charge for the energy consumed at your premises, including electricity from the grid and electricity generated by and drawn from the Solar and Battery System, but excluding controlled load consumption, where applicable.

GreenPower Product: means a product we offer to customers where we agree to purchase and surrender GreenPower accredited electricity in the form of large-scale generation certificates equivalent to a nominated percentage of a customer's electricity use.

kW: Stands for kilowatt, which is a unit of measurement for electricity. A kW is equal to 1,000 watts.

kWh: Stands for kilowatt hour, which is how your electricity bill is measured. A kWh is equal to 1,000 watts of energy used continuously for an hour. For example, a 100-watt light bulb will use 100 watts of electricity in one hour, or 1 kW (1,000 watts) of electricity in ten hours.

Solar and Battery System: The solar PV and battery system installed at your property under the System Contract.

Solar Plus Plan Terms and Conditions: These are the changes and additions to the EnergyAustralia Market Retail Contract Terms and Conditions set out above. System Contract: The separate terms and conditions you have entered into with us for the installation of the Solar and Battery System at your premises.

Usage Charge (Consumption Charge): A unit price for charging for energy use (in "cents per kWh"). For this Plan. It includes the General Rate and the Controlled Load Rate.

VPP Platform: A software platform designed for monitoring, aggregation and control of multiple batteries to form a 'virtual power plant'.

Welcome Pack: That's this welcome pack comprising your Energy Plan Details, the Solar Plus Plan Terms and Conditions and Disclosure Statement.

Effective July 2026.
EnergyAustralia Pty Ltd. ABN 99 086 014 968.

SPP_TC_0526