

PowerResponse for Energy Storage

Residential Customer Demand Response Agreement

This Contract sets out the terms and conditions upon which we agree to provide you the Demand Response Program. This Contract between you and EnergyAustralia Pty Ltd (ABN 99 086 014 968) (**EnergyAustralia**) is made up of:

- 1. Terms and Conditions:** This sets out the standard terms and conditions applicable to the Demand Response Program provided by EnergyAustralia under this Contract.
- 2. Product Schedule:** This sets out the special conditions that are applicable to the Demand Response Program and any special conditions that apply to your specific Energy Storage Product (if applicable) once the Energy Storage Product is installed at your Premises (the actual sale and installation of that product will be governed by the Installation Contract).

You should read and understand both of these documents. If you have any questions about this Contract, please do not hesitate to contact arenatrial@energyaustralia.com.au.

Terms and Conditions

1. TERM

- (a) This Contract commences on the Commencement Date and continues until the Initial Term Expiry Date unless terminated earlier under clause 8 (**Initial Term**) or extended under clause 1(b).
- (b) On the Initial Term Expiry Date, the term of this Contract will be automatically extended for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other no later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

2. ELIGIBILITY CRITERIA

You must satisfy the following criteria in order to be entitled to receive Demand Response Payments and Incentive Payments under clause 5 of this Contract:

- (a) you are a current EnergyAustralia retail electricity customer in New South Wales, Victoria or South Australia;
- (b) you have a market exposed remotely read smart meter;
- (c) neither you, nor any other person, is on life support at the Premises; and
- (d) your Energy Storage Product is connected to the Internet and is online at the time of a Demand Response Event.

3. CUSTOMER ACKNOWLEDGMENTS

- (a) Your personal safety is a paramount consideration for EnergyAustralia. You acknowledge and agree that you have considered your individual circumstances

including your own personal safety and those in your care before entering into this Contract.

(b) You acknowledge that:

- (i) EnergyAustralia has provided you with access to a copy of, and you understand, the PowerResponse FAQs;
- (ii) EnergyAustralia has explained to you, and you understand, how the applicable Demand Response Program works, including the circumstances, times and duration of any electricity supply interruptions to your Premises during the Term;
- (iii) EnergyAustralia has explained to you, and you understand, the need for you to consider your own specific health and safety requirements, and those of any other occupant of the Premises;
- (iv) you have considered and are satisfied that any electricity supply interruptions that may result from a Demand Response Event under this Contract will not adversely affect your health or safety, or that of any other occupant of the Premises, including persons under your care; and
- (v) you have read and understood the Product Schedule including any additional acknowledgements made by you under the Product Schedule.

4. DEMAND RESPONSE EVENTS

EnergyAustralia may, from time to time, electronically activate a Demand Response Event in accordance with the Product Schedule.

5. PAYMENTS TO CUSTOMER

5.1 Demand Response Payments

- (a) You will be entitled to receive certain payments under this Contract (**Demand Response Payments**) as outlined in item 2.7(a) of the Product Schedule, and subject to the conditions of that Product Schedule.
- (b) Where a Demand Response Payment becomes payable to you in accordance with this Contract and the Product Schedule, EnergyAustralia will apply such amount as a credit to your account within 15 Business Days. Such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied.
- (c) EnergyAustralia may vary any of the Demand Response Payments that may be payable to you under this Contract by providing at least 30 days' prior written notice to you.

5.2 Incentive Payments

- (a) You may be entitled to receive certain incentive payments under this Contract (**Incentive Payments**) if so specified in item 2.7(b) of the Product Schedule, and subject to the conditions of that Product Schedule.
- (b) Where an Incentive Payment becomes payable to you in accordance with this Contract and the Product Schedule:

- (i) for the "PowerResponse Standard Sign up Incentive" where the customer already has an Energy Storage Product installed and commissioned at their Premises, EnergyAustralia will apply such amount as a credit against your account within 15 Business Days, and such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied; and
- (ii) for the "PowerResponse Standard New Purchase Incentive" where the customer is purchasing a new Energy Storage Product from an Independent Solar Installer, EnergyAustralia will apply such amount as a credit against your account within 15 Business Days, and such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied
- (c) Notwithstanding any other provision of this Contract or the Installation Contract, if you terminate this Contract under clause 8.1(b) or we terminate this Contract under clause 8.1(a)(i) or 8.1(a)(ii) prior to the Initial Term Expiry Date, EnergyAustralia will be entitled to be reimbursed for the pro rata amount of Incentive Payments paid to you as a credit under clause 5.2(b)(i) or 5.2(b)(ii)(2) of this Contract up to the date of termination. For example, if this Contract is terminated 4 months into the Initial Term (which is 12 months), then EnergyAustralia will be entitled to be reimbursed for two thirds of the Incentive Payments paid to you under this Contract. EnergyAustralia will apply such amount as a debit against your account within 15 Business Days. Such amount will then be added to the next invoice issued under your electricity retail contract with EnergyAustralia after the debit has been applied.

6. 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 EnergyAustralia) or by mail, email or SMS (for notices sent to you).
- (b) 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;
 - (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.
- (c) A person's addresses are as set out below or as the person otherwise notifies the sender.

EnergyAustralia arenatrial@energyaustralia.com.au

Customer Name, postal address, email and mobile telephone number
as notified to EnergyAustralia.

7. ENERGYAUSTRALIA'S LIABILITY

- (a) Under the Australian Consumer Law, consumer guarantees apply to the supply of "goods" and "services" to "consumers" (within the meaning of the Australian Consumer Law). If any such consumer guarantee applies to any goods or services

we supply under this contract then our liability (if any) for any failure to comply with that guarantee in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.

- (b) Subject to clause 7(a) and to the extent permitted by law, 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 Contract.
- (c) To the extent permitted by law, EnergyAustralia is not liable to you for any loss, harm, damage, cost or expense, including any indirect or consequential loss, arising directly or indirectly under or in connection with this Contract or the performance or non-performance under this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise) or on any other basis in law or equity.

8. TERMINATION

8.1 Termination of this Contract

- (a) EnergyAustralia may terminate this Contract:
 - (i) immediately where you have breached a material term of this Contract and have not rectified that breach within 14 days from receipt of a written notice from EnergyAustralia;
 - (ii) immediately where you no longer satisfy any one or more of the eligibility criteria under clause 2; or
 - (iii) upon EnergyAustralia providing you with 30 days written notice of its intention to terminate this Contract.
- (b) You may terminate this Contract by providing at least 30 days' prior written notice to EnergyAustralia, subject to clause 8.2(b).

8.2 Consequences of termination

- (a) Where this Contract is terminated by EnergyAustralia under clause 8.1(a)(iii), EnergyAustralia will pay to you all:
 - (i) Demand Response Payments; and
 - (ii) Incentive Payments, that are payable up to the date of termination, in accordance with clause 5.
- (b) Where this Contract is terminated by us under clause 8.1(a)(i) or 8.1(a)(ii) or by you under clause 8.1(b):
 - (i) EnergyAustralia shall pay to you all Demand Response Payments that are payable up to the date of termination, in accordance with clause 5.1; and
 - (ii) you shall reimburse EnergyAustralia for the pro rata amount of the Incentive Payments paid by EnergyAustralia to you up to the date of termination, in accordance with clause 5.2(c).

9. 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, 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 9 and our Privacy Policy, you consent to an EnergyAustralia third party service provider contacting you about participating in a study and/or research project, which may include an in-depth insights session with other EnergyAustralia retail electricity customers.

10. 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 Demand Response Payments or any other consideration under this Contract includes any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.
- (c) EnergyAustralia must, within 20 Business Days of request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Contract.

11. GENERAL

- (a) This Contract is governed by the laws of the State of Victoria and you agree to submit to the non-exclusive jurisdiction of the courts in that State.
- (b) This 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 Contract and has no further effect.
- (c) This Contract may not be varied except in writing signed by a duly authorised representative of each of the parties.
- (d) This Contract may consist of a number of counterparts each signed by one or more parties to this Contract. When taken together, the signed counterparts are treated as making up the one document.
- (e) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Contract enforceable, unless this would materially change the intended effect of this Contract.
- (f) Each party must pay its own expenses incurred in negotiating and executing this Contract.

- (g) If there is any inconsistency between the Terms and Conditions and the Product Schedule, then the Product Schedule will prevail to the extent of the inconsistency.

12. DEFINITIONS

The following definitions apply in this document.

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

Authorisation means any consent, authorisation, accreditation, registration, filing, recording, agreement, notarisation, nomination, certificate, permission, licence, approval, permit, authority, exemption, ruling or statutorily required policy of insurance and any renewal or variation of any of them.

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

Commencement Date means:

- (a) where you have purchased a new Energy Storage Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) or an Independent Solar Installer at the same time as entering into this Contract, the date that we receive confirmation from the Energy Storage Product installer that your Energy Storage Product is commissioned at your Premises; or
- (b) where you have an existing Energy Storage Product installed and commissioned at your Premises, the date that you sign this Contract.

Contract means this contract, including the Terms and Conditions and Product Schedule.

Demand Response Event has the meaning set out in item 2.2(a) of the Product Schedule.

Demand Response Payment has the meaning given in clause 5.1(a).

Demand Response Program means the demand response program described in item 2.1 of the Product Schedule.

Energy Storage Product means a Tesla Powerwall 2 battery system.

Further Term has the meaning given in clause 1(b).

GST has the meaning given in the GST Law.

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

Incentive Payment has the meaning given in clause 5.2(a).

Independent Solar Installer refers to a business authorised to sell products (including Energy Storage Products) who has agreed to supply the Energy Storage Product to you and is responsible for installation and commissioning of the Energy Storage Product at the Premises.

Initial Term has the meaning given in clause 1(a).

Initial Term Expiry Date means 12 months from the Commencement Date.

Installation Contract means the separate contract between you and EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) for the purchase and installation of the Energy Storage Product at the Premises; or the separate contract between you and an Independent Solar Installer for the purchase and installation of the Energy Storage Product at the Premises.

Installation Instructions means the installation instructions provided to you by the installer of your Energy Storage Product.

NEM means the National Electricity Market.

Owner's Guide means the owner's guide provided to you by the installer of your Energy Storage Product.

Premises means the address where your Energy Storage Product is installed and commissioned.

Product Schedule means the "Product Schedule" that forms part of the Contract.

Scheduled Request means a period of time for which:

- (a) low electricity supply is forecast (by EnergyAustralia or the Australian Energy Market Operator);
- (b) NEM security and reliability is at risk;
- (c) electricity network congestion is anticipated to occur; or
- (d) EnergyAustralia is conducting a test of the Demand Response Program, in the region in which the Premises is located.

SMS means short message service via electronic text message.

Term means the Initial Term and any Further Terms.

Terms and Conditions means these terms and conditions that form part of the Contract.

User App has the meaning given in item 3.1 of the Product Schedule.

VPP means Virtual Power Plant.

Product Schedule

1. APPLICATION OF THIS SCHEDULE

This Schedule only applies where the following conditions have been met:

- (a) you satisfy the eligibility criteria in clause 2 of the Terms and Conditions;
- (b) the Energy Storage Product has been installed and commissioned at the Premises; and
- (c) you have access to SMS and email necessary to receive notifications from EnergyAustralia and you consent to receiving notifications which do not include an unsubscribe facility.

2. DEMAND REPONSE PROGRAM

2.1 Demand Response Program

The Demand Response Program is a program offered by EnergyAustralia to eligible residential customers in Victoria, South Australia and New South Wales with an Energy Storage Product installed and commissioned 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 secure 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 Demand Response Program.

2.2 Electronic Activation of Demand Response

- (a) At any time during the Term, EnergyAustralia may activate a demand response event by operating the Energy Storage Product located at the Premises in any number of ways (at the sole discretion of EnergyAustralia), which may include:
 - (i) operating the Energy Storage Product so as to charge the Energy Storage Product's battery storage system directly from the local distribution network ahead of a Scheduled Request, and then discharge the energy held in the Energy Storage Product's battery storage system into the local distribution network at the time of a Scheduled Request;
 - (ii) operating the Energy Storage Product at the time of a Scheduled Request so as to discharge the energy held in the Energy Storage Product's battery storage system into the local distribution network; and
 - (iii) any other operation of the Energy Storage Product in relation to a Scheduled Request,each a **Demand Response Event**.
- (b) We anticipate that, most of the time, the Scheduled Requests will occur:
 - (i) for a duration between 1 and 4 hours;
 - (ii) between 10AM and 10PM, Monday to Friday; and
 - (iii) for a maximum of 1 event per day with a maximum of 20 events per year.

- (c) You will be paid the Demand Response Payment for each Demand Response Event.

2.3 Notifications

From time to time we may (but are not obliged to) send you SMS or email notifications in relation to our provision of the Demand Response Program including in relation to Demand Response Events.

2.4 Your Obligations

- (a) You agree not to override any signals being sent or received from the Energy Storage Product by EnergyAustralia during any Demand Response Event.
- (b) You must not authorise anyone other than EnergyAustralia to control the Energy Storage Product.
- (c) You acknowledge and agree that you have not, and will not during the Term of this Contract participate in any other demand response program (whether or not it is the same or similar to this Demand Response Program) offered by us or a third party in relation to the Premises without our prior written consent.
- (d) You agree to maintain the Energy Storage Product in accordance with the Owner's Guide and Installation Instructions.
- (e) You must not allow any other person to move, remove, tamper with, disable, displace or damage the Energy Storage Product, unless otherwise authorised in writing by EnergyAustralia to you. If you fail to comply with those requirements, then you will not be entitled to the Incentive Payments (as applicable), and you shall reimburse EnergyAustralia for the pro rata amount of the Incentive Payments paid to you as a credit under clause 5.2(b)(i) or 5.2(b)(ii)(2) or 5.2(b)(iii), or applied as a discount under clause 5.2(b)(ii)(1) of the Terms and Conditions.
- (f) You acknowledge and agree that the Energy Storage Product may not be sold, transferred or assigned to any other person, without EnergyAustralia's prior written consent (such consent not to be unreasonably withheld), subject to the following:
 - (i) EnergyAustralia may provide such consent on any terms and conditions it deems reasonable and necessary in the circumstances, including that any new owner, assignee or transferee meet geographic or other eligibility criteria and the new owner, assignee or transferee enter into a document (in a form provided by EnergyAustralia) accepting the terms of this Contract;
 - (ii) you will be responsible for the cost of any works required to repair, move or replace the Energy Storage Product; and
 - (iii) if EnergyAustralia's consent is not obtained, you will be deemed to have elected to terminate this Contract under clause 8.1(b) of the Terms and Conditions from completion of the sale, transfer or assignment and you shall reimburse EnergyAustralia for the pro rata amount of the Incentive Payments paid by EnergyAustralia to you up to the date of termination, in accordance with clause 5.2(c) of the Terms and Conditions.

2.5 Authorisations

You must do all things that EnergyAustralia may reasonably require for it to obtain and maintain all necessary Authorisations to enable it to exercise its rights under this Contract,

including, without limitation, the provision of information and any written consent, and the execution of documentation within a reasonable time.

2.6 Revenue and costs during Demand Response Events

- (a) You acknowledge and agree that other than the Demand Response Payments and Incentive Payments payable to you under clause 5 of this Contract, you are not entitled to any further compensation or payment in relation to this Contract, your participation in this Demand Response Program or any specific Demand Response Event.
- (b) You will be liable for any costs incurred in respect of any electricity imported from the NEM to charge the battery component of the Energy Storage Product during a Demand Response Event.

2.7 Payments

(a) Demand Response Payments

Subject to clause 5.1(c) of the Terms and Conditions, you will be entitled to receive the following Demand Response Payments:

Amount	Event
\$20.00	Payable per Demand Response Event.
\$5.00	Payable where EnergyAustralia has requested that you complete a survey, and such survey has been completed by you and returned to EnergyAustralia as required.

(b) Incentive Payments

If any incentive payment amount is specified in the first column below, then it will apply subject to the terms set out in the second column below.

Not applicable	PowerResponse Standard New Purchase Incentive For customers who purchase a new Energy Storage Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) or an Independent Solar Installer. Payable where you: (a) purchase the new Energy Storage Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881), purchase the new Energy Storage Product from an Independent Solar Installer; AND (b) sign up to this Contract, at the same time.
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\$200.00	PowerResponse Standard Sign Up Incentive For customers who already have an Energy Storage Product installed and commissioned at their Premises. Payable on: (a) verification by us that you have an existing Energy Storage Product installed and commissioned at your Premises; AND (b) signing up to this Contract.
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3. ENERGY STORAGE PRODUCT

3.1 User App

- (a) Upon agreeing to these Terms and Conditions, your Energy Storage Product will be enrolled in a software platform designed for monitoring, aggregation and control of multiple batteries (**VPP Platform**).
- (b) To the extent that you access and use any third-party user app which provides you with access to a user portal or otherwise allows you to review and manage energy output and load of your Energy Storage Product (**User App**), you acknowledge and agree that enrolment of the Energy Storage Product in the VPP Platform means that:
 - (i) during a Demand Response Event, when EnergyAustralia is operating the Energy Storage Product, the usual operating modes available via the User App may change or be disabled; and
 - (ii) at the end of the Demand Response Event, the Energy Storage Product will return to the mode you had selected prior to the Demand Response Event.
- (c) If your Energy Storage Product was manufactured by Tesla, you acknowledge and agree that:
 - (i) in order to enrol your Energy Storage Product in the Demand Response Program, you are required to download a Tesla application (**Tesla App**), create a user profile and register your Energy Storage Product;
 - (ii) access to and use of the Tesla App is subject to terms and conditions between you and Tesla; and
 - (iii) During a Demand Response Event, the following standard operating modes within the Tesla App, may be overridden or be disabled:
 - a. solar self-consumption;
 - b. time-base control; and
 - c. backup.

3.2 Collection of Data

- (a) In order to enrol your Energy Storage Product in the VPP Platform, we may disclose your personal information to the manufacture of the Energy Storage Product.

- (b) You acknowledge and agree that certain information regarding use of your Energy Storage Product 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 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, and the manufacturer of the Energy Storage Product and may be shared amongst the parties in connection with the Demand Response Program.

3.3 Demand Response Event

Without otherwise limiting item 2.2(a) of this Product Schedule, at least 20% of your Energy Storage Product's energy capacity (being 1kW) will at all times be reserved for your own use and applications.

3.4 Your Acknowledgment

You acknowledge and agree that, by participating the Demand Response Program, the use and functionality of your Energy Storage Product will differ, compared to a standard battery system not participating in a VPP Platform, for example:

- (a) you will be provided the opportunity to earn rewards in line with item 2.7 of this Product Schedule; and
- (b) in order to derive this benefit:
 - (i) you will be giving up control over your Energy Storage Product for the duration of any Demand Response Events, during which, we may operate the Energy Storage Product in any number of ways as described in item 2.2 of this Product Schedule; and
 - (ii) you will be liable for any costs incurred in respect of any electricity imported from the NEM to charge the battery component of the Energy Storage Product during a Demand Response Event.

3.5 Right to vary Demand Response Payments

If EnergyAustralia gives you notice of a change to the Demand Response Payments pursuant to clause 5.1(c) of the Terms and Conditions, you will be deemed to have accepted such change unless you advise us otherwise within 30 days.

3.6 Feedback

You acknowledge and agree that the manufacturer of the Energy Storage Product may contact you directly to seek feedback on the Demand Response Program.