

PowerResponse Virtual Power Plant

Residential Customer Demand Response Agreement

Introduction

The PowerResponse Virtual Power Plant is part of the Demand Response Program, a program offered by EnergyAustralia to eligible residential customers in Victoria, South Australia, Queensland, Australian Capital Territory and New South Wales with 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 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.

This Contract sets out the terms and conditions upon which EnergyAustralia Pty Ltd ABN 99 086 014 968 (**EnergyAustralia, we, our, us**) agree to provide you the Demand Response Program.

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

1. TERM

- a. This Contract commences on the Commencement Date and continues until the Initial Term Expiry Date unless terminated earlier under 9 (**Initial Term**) or extended under clause 1.b.
- b. The term of this Contract will be automatically extended beyond the Initial Term for subsequent rolling 12 month periods (each, an **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

Your eligibility to participate in the Demand Response Program under this Contract is subject to each of the following criteria being met during the Term:

- a. you remain an EnergyAustralia retail electricity customer at the Premises;
- b. you have a market exposed remotely read smart meter;
- c. neither you, nor any other person, is on life support at the Premises;
- d. 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;
- e. the Energy Storage Product remains installed and commissioned at the Premises; and
- f. the Energy Storage Product is connected to the Internet and is online at the time of a PowerResponse 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 Virtual Power Plant 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 PowerResponse 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 this Contract, including any acknowledgements made by you under this Contract.

4. OPERATION OF ENERGY STORAGE PRODUCT

- a. The Energy Storage Product must be, and stay, connected to the Internet. This may be through registering the Energy Storage Product via the User App or may have been completed by your installer at time of installation. EnergyAustralia will advise you if the Energy Storage Product is not online and you must promptly create a user profile using the User App and register the Energy Storage Product. You acknowledge that access to and use of the User App is subject to terms and conditions between you and the User App provider.
- b. The 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**).
- c. You acknowledge and agree that:
 - i. EnergyAustralia 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 the operation of, the VPP);
 - ii. in order to enroll the Energy Storage Product 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; and
 - iii. certain information regarding use of you Energy Storage Product will be collected and shared via the VPP Platform. Examples 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.
- d. To the extent that you access and use an User App you acknowledge and agree that enrolment of the Energy Storage Product in the VPP Platform means that:
 - i. during a PowerResponse Event, the usual operating modes available via the User App may change or be disabled when EnergyAustralia is operating the Energy Storage Product; and
 - ii. at the end of the PowerResponse Event, the Energy Storage Product will return to the mode you had selected prior to the PowerResponse Event.

5. PowerResponse EVENTS

- a. At any time during the Term, EnergyAustralia may, without prior notification to you, activate a PowerResponse 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 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 **PowerResponse Event**).
- b. EnergyAustralia will notify you via SMS or email of occurrence of any PowerResponse Event on the next Business Day after the conclusion of that PowerResponse Event.

- c. EnergyAustralia may run multiple PowerResponse Events on a day to respond to changes in supply and demand imbalances in the NEM.
- d. EnergyAustralia anticipates that the total hours of all the PowerResponse Events during any calendar year will not exceed 80 hours and at least 20% of the Energy Storage Product's rated storage capacity will at all times be reserved for your own use.

6. PAYMENTS TO CUSTOMER

- a. Subject to you satisfying each of the criteria set out in clause 2 above, EnergyAustralia will pay you payments (PowerResponse **Payment**) as follows:

Amount	Frequency
\$15.00	Payable per calendar month.

- b. EnergyAustralia may vary the amount of the PowerResponse Payment at any time during the Term by providing at least 30 days' prior written notice to you.
- c. Where a PowerResponse Payment becomes payable to you in accordance with this Contract, EnergyAustralia will apply such amount as a credit to your account within 15 Business Days after the end of the calendar month. Such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied.
- d. You acknowledge and agree that:
 - i. other than the PowerResponse Payments payable to you under clause 6.a 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 PowerResponse Event; 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 PowerResponse Event.

7. YOUR OBLIGATIONS

- a. During the Term:
 - i. you must do all things necessary to ensure that EnergyAustralia has access to and is able to operate and control your Energy Storage Product at the Premises (including ensuring the Energy Storage Product is, and stays, connected to the Internet);
 - ii. 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;
 - iii. you must not authorise anyone other than EnergyAustralia to control the Energy Storage Product;
 - iv. you must not deliberately override or interfere with any communication signals between the Energy Storage Product and EnergyAustralia; and
 - v. you must not use the User App or any other means to deliberately override or disable EnergyAustralia's operation or control over the Energy Storage Product; and
 - vi. you must not allow any other person to move, remove, tamper with, disable, displace or damage the Energy Storage Product.
- b. You acknowledge and agree that:
 - i. you have not, and will not during the Term, 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; and
 - ii. the Energy Storage Product has been set to ensure EnergyAustralia has access to no more than 80% of the rated storage capacity and you will not during the Term change, or cause to be changed, such setting without our prior written consent.

8. 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 8.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.

9. TERMINATION

- 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.
- c. If this Contract is terminated under this clause 9, EnergyAustralia will pay to you all the PowerResponse Payments that are payable up to the date of termination in accordance with clause 6.

10. 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 or VPP Platform operators, 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.

11. 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 PowerResponse 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.

12. 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. You may give us a notice under this Contract by leaving it at EnergyAustralia's 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;
 - 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.

13. 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.

14. 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).

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

Commencement Date means the date that you sign this Contract.

Contract means this contract, including all the terms and conditions.

Demand Response Program has the meaning given in the Introduction.

Energy Storage Product means an EnergyAustralia approved battery system.

Extended 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).

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

Initial Term Expiry Date means the date that is 12 months from the Commencement Date.

NEM means the National Electricity Market.

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

PowerREsponse Event has the meaning set out in clause 5.a.

PowerResponse Payment has the meaning given in clause 6.a.

Response Request means a period of time during which:

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

SMS means short message service via electronic text message.

Term means the Initial Term and any Extended Terms.

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.

VPP means Virtual Power Plant.