

ActewAGL Virtual Power Plant Services Agreement

Effective 1 December 2025

Contents

ActewAGL Virtual Power Plant Services Agreement	1
1. Definitions and Interpretation	2
2. Agreement and VPP Services commencement	3
3. Payment	3
4. Your obligations	3
5. Customer Tax Warranty	4
6. Impact of VPP Services	4
7. Estimate of VPP Services	4
8. Government Credits	5
9. Additional Services	5
10. Variations and change in law	5
11. Termination	5
12 Electricity distributor and consents	6
13 End of VPP Services Term	6
14 General warranties	7
15. Intellectual Property	7
16. Data	7
17. Privacy and Confidential Information	7
18. Liability	7
19. Regulatory Requirements	8
20. Force Majeure Event	8
21. Assignment	8
22. Notices	8
23. Complaint handling and dispute resolution	8
24. Waiver	8
25. Severability	8
26. Applicable law	8

ActewAGL Virtual Power Plant Services Agreement

Please read this carefully as it sets out what you need to know about the terms and conditions of the products and services to be provided to You by Us.

The terms of this agreement do not negate your rights and responsibilities as a customer of ActewAGL as set out in your retail energy contract available [here](#).

CONTRACT SPECIFICS											
Customer name	As set out in the ActewAGL Residential Energy Application or ActewAGL Electricity Sale Contract										
Supply address	As set out in the ActewAGL Residential Energy Application or ActewAGL Electricity Sale Contract										
ActewAGL Credits – Option 1 (ActewAGL Electrify Battery Bundle)	<p>For customers who accept the ActewAGL Electrify Battery Bundle</p> <p>ActewAGL contribute the ActewAGL Rebate Amount towards the purchase price of the customer's Operated Product, if the customer has purchased the Operated Product through an Approved Installer on Electrify with ActewAGL.</p> <p>The ActewAGL Rebate Amount by State/Territory is outlined in the table below. ActewAGL Rebate Amounts are GST inclusive.</p> <table border="1"> <thead> <tr> <th></th><th>ACT</th><th>NSW</th></tr> </thead> <tbody> <tr> <td>Upfront credits on the ActewAGL electricity bill</td><td>\$500</td><td>\$500</td></tr> <tr> <td>Ongoing ActewAGL credits on electricity bill</td><td>\$500 (0.273973 per day which is equivalent to \$100 per year over 5 years)</td><td>\$500 (0.273973 per day which is equivalent to \$100 per year over 5 years)</td></tr> </tbody> </table>			ACT	NSW	Upfront credits on the ActewAGL electricity bill	\$500	\$500	Ongoing ActewAGL credits on electricity bill	\$500 (0.273973 per day which is equivalent to \$100 per year over 5 years)	\$500 (0.273973 per day which is equivalent to \$100 per year over 5 years)
	ACT	NSW									
Upfront credits on the ActewAGL electricity bill	\$500	\$500									
Ongoing ActewAGL credits on electricity bill	\$500 (0.273973 per day which is equivalent to \$100 per year over 5 years)	\$500 (0.273973 per day which is equivalent to \$100 per year over 5 years)									
ActewAGL Credits – Option 2 (Battery Power Top-Up)	<p>For customers who accept the Battery Power Top-Up</p> <p>ActewAGL will provide ActewAGL Credits amounting to \$0.493151 per day, which is equivalent to \$180 per year. These credits will be applied as partial payment towards the customer's electricity bill.</p>										
ActewAGL Credits Plan – Option 3 (ActewAGL Battery Saver Plan)	<p>For customers who accept an ActewAGL Electricity Sale Contract for Battery Saver Plan</p> <p>The ActewAGL credits are included in the discount on the supply charge as specified in the Welcome Letter.</p> <p>NOTE: For the avoidance of doubt, a customer can only accept ONE of the three options above.</p>										
Virtual Power Plant Services term (Term)	<ol style="list-style-type: none"> For customers who accept the ActewAGL Electrify Battery Bundle, the VPP Services Term is 5 years from the date specified in clause 2(b). For customers who accept the ActewAGL Battery Top-Up, the VPP Services Term is 12 months from the date specified in clause 2(b) with renewal for successive 12-month periods in accordance with this Agreement. For customers who accept the ActewAGL Battery Saver Plan, the VPP Services term is the term specified in your ActewAGL Electricity Sale Contract from the date specified in clause 2(b) with renewal for successive periods in accordance with this Agreement. 										

Exit fees (ActewAGL Credits Option 1 Only)	<p>For customers who accept the ActewAGL Credits – Option 1 (ActewAGL Electrify Battery Bundle), the Exit Fee is calculated in accordance with the following formula:</p> <p>Exit Fee = Upfront discount amount – (Upfront discount amount multiplied by the number of months (including part months) between the VPP Services Commencement Date and the termination date, divided by 60).</p> <p>Examples of the Exit Fee calculation by State/Territory are outlined in the table below:</p> <table><tr><th>Months between the start date and termination date</th><th>Exit Fees (ACT)</th><th>Exit Fees (NSW)</th></tr><tr><td>12</td><td>\$400</td><td>\$400</td></tr><tr><td>24</td><td>\$300</td><td>\$300</td></tr><tr><td>36</td><td>\$200</td><td>\$200</td></tr><tr><td>48</td><td>\$100</td><td>\$100</td></tr><tr><td>60</td><td>\$0</td><td>\$0</td></tr><tr><td>>60</td><td>\$0</td><td>\$0</td></tr></table>	Months between the start date and termination date	Exit Fees (ACT)	Exit Fees (NSW)	12	\$400	\$400	24	\$300	\$300	36	\$200	\$200	48	\$100	\$100	60	\$0	\$0	>60	\$0	\$0
Months between the start date and termination date	Exit Fees (ACT)	Exit Fees (NSW)																				
12	\$400	\$400																				
24	\$300	\$300																				
36	\$200	\$200																				
48	\$100	\$100																				
60	\$0	\$0																				
>60	\$0	\$0																				
Specifications	<p>The compatible combinations of battery systems and inverters eligible for the ActewAGL VPP are as listed on the ActewAGL website and updated from time to time.</p> <p>For the avoidance of doubt, a battery system and inverter must both be listed on the ActewAGL website to be compatible and must not be connected to external hardware that is connected to the Modbus port of the inverter.</p>																					
Additional Specifications	<ol style="list-style-type: none">1. A dual channel meter is required when a battery has been installed in an AC-coupled configuration, which is a site with one or more pre-existing solar PV system(s). The dual channel meter provides separate metering of solar production, household load, and battery inverter operation and performance, and is required for the solar battery system to be compatible with the ActewAGL VPP.2. The Supply Address must be on a fixed export limit of equal to or greater than 5kW to be compatible with the ActewAGL VPP. If the Supply Address has a fixed export limit under 5kW, you will not be eligible to join the VPP.																					

1. Definitions and Interpretation

(a) Definitions

In this Agreement:

ActewAGL means Icon Retail Investments Limited (ABN 23 074 371 207) and AGL ACT Retail Investments Pty Ltd (ABN 53 093 631 586) trading as ActewAGL Retail (ABN 46 221 314 841), and “Us”, “Our” and “We” have corresponding meanings.

ActewAGL Battery Power Top-Up means an Offer from Us, with details specified in the Contract Specifics under ActewAGL Credits – Option 2.

ActewAGL Battery Saver Plan means an Offer from Us, with details specified in the Contract Specifics under ActewAGL Credits – Option 3.

ActewAGL Credits means the credits provided to You by ActewAGL for participating in the ActewAGL VPP in the method set out in the Contract Specifics. ActewAGL Credits are GST inclusive.

ActewAGL Electrify Battery Bundle means an Offer from Us, when You purchase an Operated Product through an Approved Installer on Electrify with ActewAGL. The details of the Offer are specified in the Contract Specifics under ActewAGL Credits – Option 1.

ActewAGL Electricity Sale Contract means the market retail contract between Us and You for the supply of electricity to You at the Supply Address. **Residential Energy Agreement** has the same meaning.

ActewAGL Rebate Amount has the meaning given in the Contract Specifics under ActewAGL Electrify Battery Bundle. ActewAGL Rebate Amounts are GST inclusive.

Agreement means this contract for VPP Services, and the Welcome Letter, Welcome Pack and Contract Specifics, attachments and annexures and any documents referred to therein.

Approved Installers means nominated product suppliers and contractors listed on the [Electrify with ActewAGL website](#).

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

Backup Power means any power delivered from any available energy remaining in the Operated Product while any power outage impacts the Supply Address of the location of the Operated Product.

Business Day means any day other than a Saturday, Sunday or public holiday in the state in which the Supply Address is located.

Charge means the drawing of electricity into the Operated Product, either from a solar photovoltaic system or from the National Electricity Grid and **Charging** has the same meaning.

Clean Energy Regulator means the Clean Energy Regulator established under the Clean Energy Regulator Act 2011 (Cth).

Confirmation Letter means the letter sent to You by Us specifying the VPP Services that We are providing to You with that name forming part of this Agreement.

Contract Specifics means the schedule of contract information with that name forming part of this Agreement.

Data means any data relating to the Operated Product, Your energy generation and consumption, net export of electricity and

any other data that may be transmitted to Us in connection with Our provision of the VPP Services, including Your energy usage.

Discharge means the exporting of electricity to the Supply Address or the National Electricity Grid and **Discharging** has the same meaning.

Distributor means an entity or person who owns, controls, or operates a distribution system.

Electronic Means means any form of electronic communication including email to an agreed email address, or short message service or multimedia message service to an agreed telephone number and which may consist of notice with a link to details of the variation on our website.

Electrify with ActewAGL means the home electrification service offered by Us.

Eligibility Criteria means the criteria set out in clause 4(b) of this Agreement that You must meet for this Agreement to be effective.

Energy Plan General Terms means ActewAGL's Ongoing market Retail Contract General Terms for Small Customers in ACT and NSW.

Evergen means the software supplier Pacific 2022 Bidco C Pty (ABN 75 662 385 346) trading as Evergen, and its Related Bodies Corporate.

Exit Fee means any fee payable on or in relation to the early termination of the ActewAGL Electrify Battery Bundle. Exit Fees are inclusive of GST.

Government Credit means all rights, value, benefits, credits and certificates of any kind which derive from the supply of the Products and Services under a clean energy, energy productivity or carbon reduction government or regulatory program, including an incentive payment from REPS and RECs.

Grid Connection Application means an application to Your electricity Distributor to allow export of electricity from the Supply Address, (or any other changes (temporary or otherwise) to or in relation to the export of electricity from the Supply Address and any related applications for the purposes of this Agreement), including via an online portal, where applicable.

Grid Connection Agreement means the agreement between You and Your electricity Distributor to allow export of electricity from the Supply Address.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Hold means to cease Charging and Discharging the Operated Product.

Initial Virtual Power Plant Test (or Initial VPP Test) means an initial check conducted by Us to confirm that we can orchestrate the Operated Product.

Intellectual Property means all intellectual property rights (including rights in confidential information and data) throughout the world, whether present or future, registered or unregistered, including the right to apply for registration of any such rights.

National Electricity Grid means the physical and market infrastructure required to transport and supply electricity in New South Wales, Victoria, Queensland, South Australia and Tasmania.

Non-excludable Obligation has the meaning given in clause 13(b).

Offer means the offer made by Us to You via telephone or other method to provide You the VPP Services on the terms and conditions set out in this Agreement and as an ancillary product

to your ActewAGL Electricity Sale Contract.

Operated Product means the product(s) that You own that meets the Specifications.

Product Warranty means the warranty that was provided by the manufacturer and/or supplier of your Operated Product at the time of purchase.

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, orders in council, licence conditions, codes, guidelines or standards applicable from time to time to the supply or performance of the VPP Services at the Supply Address.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Smart Meter means a remotely read, digital interval billing meter that measures electricity consumption in a home.

Specifications means a battery system make and models, as listed in the Contract Specifics. We may add further make and models to the Specifications from time to time.

Supply and **Supplier** have the meaning that they have in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Supply Address means the address set out in the Welcome Letter or the Contract Specifics and is the address at which the VPP Services are or are to be supplied or performed by Us.

Usable Energy Storage Capacity Level means the level of usable energy storage capacity as may be specified for your Operated Product on the [ActewAGL Website](#). **Minimum State of Charge** has the same meaning.

Virtual Power Plant Services (or VPP Services) means the right granted by You to Us to monitor, control and use the Operated Product(s) by Us. It includes Our modifying the Operated Product(s)'s settings in Our absolute discretion, including so as to cause the Operated Product(s) to Charge, Discharge or Hold.

Virtual Power Plant Services Term (or VPP Services Term) has the meaning given in the Contract Specifics.

Welcome Letter means the letter sent to You by Us specifying the VPP Services that We are providing to You.

You means the person who enters into this Agreement with Us, and "Your" has the corresponding meaning.

VPP Services Commencement Date has the meaning specified in clause 2.

(b) Interpretation

In this Agreement (unless the context otherwise requires):

- a) headings are for convenience and do not affect the interpretation of this Agreement;
- b) words importing the singular include the plural and vice versa;
- c) all references to 'include' or 'including' or 'for example' are non-exhaustive and do not imply any limitation;
- d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency;
- e) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement

or novation of, that document or that provision of that document;

- f) a reference to a person includes that person's:
 - (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
 - (ii) officers, employees, contractors, agents or other representatives;
- g) when capitalised, grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- h) a period of time which:
 - (i) dates from a given day, or the day of an act or event, is to be calculated exclusive of that day;
 - (ii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day; and
 - (iii) an event which is required under this Agreement to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- i) any discretion that We have under this Agreement will be exercised by Us on reasonable grounds, including considerations relating to:
 - (i) whether circumstances were beyond Your reasonable control, or were accidental but not negligent;
 - (ii) our history with Us and our Related Bodies Corporate, including Your conduct under this Agreement, Your ActewAGL Electricity Sale Contract and any previous contract with Us for the sale and supply of products and services;
 - (iii) our evaluation of the likelihood that You will fulfil Your obligations under this Agreement or Your ActewAGL Electricity Sale Contract in the future; and
 - (iv) the consistent application of Our policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).

2. Agreement and VPP Services commencement

- a) The Agreement commences when You accept the Offer.
- b) The VPP Services Term commences on the later date of when:
 - (i) Your ActewAGL Electricity Sale Contract commences;
 - (ii) You have met the Eligibility Criteria, including your battery passing the Initial VPP test;
 - (iii) There is an operational Operated Product at the supply address; and
 - (iv) You accept the Offer ("VPP Services Commencement Date")
- c) The VPP Services Term will be the period specified in the Contract Specifics, unless terminated earlier in accordance with this Agreement.

3. Payment

- a) We or one of Our Related Bodies Corporate (acting as Our agent) will provide you with the ActewAGL Credits (as applicable) in the manner specified in the Contract Specifics.
- b) For clarity, under this Agreement:

- (i) You are only entitled to ActewAGL Credits in accordance with clause 3(a);
- (ii) no amounts are payable to You; and
- (iii) ActewAGL Credits may only be applied as part payment of Your ActewAGL electricity bill and are not transferrable and are not redeemable for cash.
- (iv) If you are currently receiving ActewAGL Credits in relation to a separate solar battery system or solar battery bundle installed at the Supply Address, you will not be entitled to the ActewAGL Credits under this Agreement.
- (xii) You must have a Grid Connection Agreement with Your Distributor in relation to the Supply Address, the Operated Product and the solar photovoltaic system and not be in breach of any Grid Connection Agreement;
- (xiii) You must have a Smart Meter installed at the Supply Address, or agree to have one installed;
- (xiv) You must maintain the maximum backup level of your Operated Product at equal to or less than 20%;
- (xv) You must ensure the settings on your Operated Product enable charging from, and export to, the grid at all times; and

4. Your obligations

- a) You will make Your own enquiries to find out how the VPP Services may impact:
 - (i) any retail electricity sale contract You are a party to;
 - (ii) Your Product Warranty;
 - (iii) Your Grid Connection Agreement;
 - (iv) any feed-in tariff You receive and You agree that We are not liable for any loss, damage or liability You suffer as a result of the impact of the VPP Services on any of the above unless we are negligent.
- b) You acknowledge and agree that you meet the following Eligibility Criteria during the Term:
 - (i) Your battery system passes the Initial VPP Test;
 - (ii) You must have authority and capacity to enter into this Agreement;
 - (iii) You must not be participating in another virtual power plant program and a maximum of one Operated Product per Supply Address may be connected to the ActewAGL VPP.
 - (iv) have an Operated Product installed that meets the Specifications and relevant Additional Specifications;
 - (v) You must own or have the right to use the Operated Product;
 - (vi) You must own or occupy the Supply Address, or if You are not the owner of the Supply Address, have obtained written consent from the owner in relation to the entry into and performance of this Agreement;
 - (vii) You must have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities;
 - (viii) You must have an ActewAGL Electricity Sale Contract in relation to the Supply Address;
 - (ix) You must own or have the right to use the solar photovoltaic system to which the Operated Product is connected at the Supply Address;
 - (x) You must ensure each Operated Product is properly functioning and maintained and that You are connected to the internet (through a hardwired ethernet connection or WiFi) on a continuous basis (SIM connected 4G and 5G is not acceptable as a primary method of connectivity);
 - (xi) You must comply with all Regulatory Requirements in relation to the Supply Address and the Operated Product;
 - (xvi) meet any other reasonable criteria related to the services provided under this Agreement as specified by Us from time to time.
- c) You acknowledge that You are responsible for all energy charges under Your ActewAGL Electricity Sale Contract associated with the use and operation of the Operated Product and that You are responsible for all hardware, internet enabled device, internet connection, systems and software applications that You use to download, install and/or operate to access the VPP Services.
- d) You agree to co-operate with Us and your manufacturer if a software upgrade to your Operated Product is required in order for Us to provide You with the VPP Services.
- e) You must not, and must not allow, any other person to (unless otherwise authorised in writing by Us):
 - (i) control, move, remove, tamper with, disable, displace or damage any Operated Product (including intentionally disconnecting its internet connectivity other than through the ordinary course of maintain an internet connection); or
 - (ii) provide You with any services similar to or the same as the VPP Services in relation to the Operated Product.
- f) Despite any other clause of this Agreement, You acknowledge and agree that if the terms and conditions of Your ActewAGL Electricity Sale Contract change (including any change to any charge, benefit or tariff), that any benefits, including financial benefits, arising under this Agreement or stated in the Welcome Letter or the Contract Specifics or any estimate of system performance or other representations may be impacted, and We are not liable to You for any loss, damage or liability You suffer as a result of or in connection with any such impacts.
- g) If the Operated Product or Supply Address is sold, leased, sublet, licensed, transferred or assigned to any other person:
 - (i) You will notify the relevant person regarding consents in this Agreement and obtain their consent;
 - (ii) You will notify Us immediately; and
 - (iii) We may provide Our consent on terms and conditions We deem reasonable, including requiring any lessee, sublessee, licensee, assignee or transferee to enter into an agreement with Us on similar terms to this Agreement, which You agree use best endeavours to procure.

5. Customer Tax Warranty

You warrant to Us that:

- a) You are and for the duration of the Agreement will be, an individual;
- b) You are not and will not be entitled to an ABN as You are not

carrying on an enterprise in Australia; and

- c) the Supply is wholly of a private and domestic nature (from the Supplier's perspective).

6. Impact of VPP Services

- a) You acknowledge that the VPP Services may impact your electricity usage as follows:
 - (i) a draw from the National Electricity Grid may appear as additional electricity consumption on Your electricity bill under Your Electricity Sale Contract; and
 - (ii) a discharge may impact the amount of electricity generated from Your solar photovoltaic system that You have to use from the Operated Products.
- b) In addition, the VPP Services will result in charge cycling of the Operated Product and that this may have an impact on the lifespan of the Operated Product.
- c) You acknowledge that ActewAGL cannot provide VPP Services in relation to the Operated Products if there is an existing solar battery at the Supply Address which is already connected to ActewAGL's Virtual Power Plant. Further, you acknowledge that if another solar battery is installed at the Premises (but not connected to ActewAGL's Virtual Power Plant) the provision of VPP Services in relation to the Operated Products could impact that other battery. Whilst ActewAGL will use all reasonable endeavours to confine the VPP Services to the Operated Products, it cannot guarantee that the VPP Services will never cause another battery at the Premises to charge or discharge.
- d) While ActewAGL will use all reasonable endeavours to confine the VPP Services to the Operated Product, it cannot guarantee that the VPP Services will never cause another battery at the Supply Address to Charge or Discharge.
- e) To the extent permitted by law, We are not liable to You for any loss, damage or liability You suffer as a result of or in connection with any of the impacts described in clauses 6(a), 6(b) and 6(c), except to the extent caused by Our negligence and subject to clause 17(d) (which excludes Our liability for certain types of losses).
- f) If Your Operated Product has Backup Power, We will not allow the level of energy stored in the Operated Product to drop below the Usable Energy Storage Capacity as a result of a Discharge in connection with VPP Services.

7. Estimate of VPP Services

- a) Except where one of the exclusions identified in clause 7(b) below applies, We estimate that the impact of the VPP Services on Your ActewAGL electricity bill will not exceed \$50 (inclusive GST) over each 12 month period measured from the VPP Commencement Date and each anniversary of that date.
- b) Clause 7(a) does not apply if:
 - (i) Your Electricity Sale Contract includes an electricity tariff that has a 'demand charge' component;
 - (ii) Your Operated Product is set to a mode other than self-consumption. For clarity, this means that operating modes such as time-based control, demand charge management and backup only functionality are excluded.
- c) Notwithstanding clause 7(a), if the terms and conditions of Your Electricity Sale Contract change (including any change to any charge, benefit or tariff), then any benefits, including financial benefits, arising under this Agreement may be

impacted.

8. Government Credits

- a) You may be entitled to create or receive Government Credits, including through creating energy productivity value, as a result of the supply of the Services;
- b) We will own, and You assign to Us, all rights in and title to any such Government Credits that may arise in relation to the Services;
- c) You confirm that you have not created, or assigned the right to create, any Government Credits for participation in a VPP previously.
- d) We may apply for such Government Credit in Your name; and You authorise Us to directly receive payment and grant of, or right and title to, that Government Credit;
- e) If We do not receive the Government Credit in accordance with clause 8(a), including because You are not eligible to receive it; and
 - (i) We have already reduced the Purchase Price to reflect that Government Credit, or paid to you any credit amount;
 - (ii) then We may recover the value or amount of that Government Credit as a debt due and owing to Us, payable by You on demand.
- f) If the Government Credit was not created or was improperly generated, then if this was due to a breach by You of this Agreement, then in addition to the amounts in clause (e), we may also recover all reasonable costs or a reduction in benefits caused by this.
- g) You agree that You will promptly do all things necessary, including providing any necessary information and signing any further documents, to ensure that this clause 8 is effective.

9. Additional Services

- a) From time to time We may offer to add additional services (including adding additional Operated Products to this Agreement) by prior written notice of no less than 14 business days to You (**Additional Services**). This written notice will set out the terms of the Additional Services including any price impacts.
- b) If You accept the provision of the Additional Services in the manner set out in the written notice and sign a copy of that notice, the content of the notice will be incorporated into this Agreement and any terms, including payment terms (such as the quantity and/or method ActewAGL Credits are provided to You in the Welcome Letter or the Contract Specifics of this Agreement, will be varied upon Your signing of that notice.

10. Variations and change in law

- a) We may by written notice to You immediately vary this Agreement:
 - (i) as We consider necessary to accommodate any change in any Regulatory Requirements or where We are permitted to do so by a Regulatory Requirement;
 - (ii) (to make a change that You have requested or expressly consented to;
 - (iii) to make an administrative or typographical change; or
 - (iv) to make the terms of this Agreement more favourable

to You; or

- (v) if We can demonstrate that due to a change in Regulatory Requirements a cost associated with the supply of the Services has increased after the commencement of the VPP Services Term, we may decrease the value of the ActewAGL Credits by a reasonable corresponding amount; and
 - (vi) such variation will be deemed to be incorporated into this Agreement.
- b) We may by written notice to You request to vary this Agreement in circumstances other than set out in clause 10(a) above and upon receipt of the notice, You can either:
- (i) accept the proposed variation and the Agreement will continue with the variation; or
 - (ii) opt not to accept the proposed variation and terminate the Agreement in accordance with clause 11.2(a).

11. Termination

11.1 Termination by Us

- a) In addition to any other rights provided at law, We may provide you with not less than 30 days written notice to terminate this Agreement:
- (i) if Your Grid Connection Agreement is terminated;
 - (ii) if We determine acting reasonably that it is not technically or operationally feasible or commercially viable to supply the VPP Services to You;
 - (iii) upon You notifying us, or if We become aware, that the property located at the Supply Address to which the VPP Services apply to has been sold, leased, sublet, licensed, transferred or assigned;
 - (iv) for convenience; or
 - (v) if Your ActewAGL Electricity Supply Contract is terminated.

11.2 Termination by You

- a) In addition to any other rights provided at law, You may terminate this Agreement by giving Us written notice of not less than 30 days:
- (i) stating that You opt not to accept the variation to the Agreement pursuant to clause 10(b);
 - (ii) if We give You notice that we are assigning, transferring or novating this Agreement under clause 21(a)(i) and You advise Us within 14 days of such notice that you do not consent to the assignment, transfer or novation; or
 - (iii) for convenience.

11.3 Termination for Breach

- a) Either party may terminate this Agreement at any time by written notice of not less than 30 days to the other party if that other party commits a material breach of this Agreement and that breach:
- (i) is not capable of remedy; or
 - (ii) (is capable of remedy but is not remedied within a reasonable period of not less than 60 days from the date of a written notice calling upon the party in breach to remedy such breach.

- b) For clarity, and without limiting any other rights of termination under this Agreement and what other breaches which may be material, the parties agree that the following are material breaches of this Agreement:
- (i) (if Your Operated Product is not connected to the internet or properly functioning, and You do not rectify the connectivity or functionality promptly after being made aware of this by Us;
 - (ii) a breach of any of Your obligations under clause 4;
 - (iii) if You commit any fraudulent or grossly negligent act in relation to this Agreement.

11.4 Termination and renewal of VPP Services Term (ActewAGL Battery Power Top-Up or ActewAGL Battery Saver Plan only)

If you have accepted the ActewAGL Battery Power Top-Up or ActewAGL Battery Saver Plan:

- a) This agreement will terminate at the end of a VPP Services Term if either party provides written that it is terminating this Agreement at least 14 days prior to the end of the term. If neither party provides a termination notice under this clause, this Agreement will automatically renew for successive 12-month terms;
- b) If this Agreement renews in accordance with clause 11.4(a), all of the terms and conditions of this Agreement continue to apply, but in addition to the rights of Variation under clause 10, We may at any time provide You with 30 days' written notice (from the date in the notice) varying the terms and conditions of this Agreement (including changes to any fees, charges or price) that will apply for the further term. If You do not agree with the proposed variations, You may terminate this Agreement on 30 days' written notice to us.

11.5 When You need to pay an Exit Fee for termination (ActewAGL Electrify Battery Bundle)

- a) If you have accepted the ActewAGL Electrify Battery Bundle and this Agreement is terminated before the end of the VPP Services Term:
- (i) by Us in accordance with clause 11.1(a)(i), (iii) or (v);
 - (ii) by You without cause under clause 11.2(a)(iii); or
 - (iii) by Us for cause under clause 11.3, then You must pay Us an Exit Fee calculated in accordance with the formula set out in the Contract Specifics.
- b) For clarity. You will not be required to pay an Exit Fee if you have accepted the ActewAGL Battery Power Top-Up or ActewAGL Battery Saver Plan and this Agreement is terminated before the end of the VPP Services Term:
- (i) by Us without cause under clause 11.1(a)(ii), or (iv);
 - (ii) by You without cause under clause 11.2(a)(i) or (ii); or
 - (iii) by You for cause under clause 11.3.

11.6 Effect of termination by You without cause or for Your breach

- a) Without limiting clause 11.6, if:
- (i) You terminate this Agreement other than in accordance with clause 11.2 or clause 11.3; or
 - (ii) We terminate this Agreement for Your breach in accordance with clause 11.3, You will be entitled to retain the ActewAGL Credits that You have already received

as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination but You will not be entitled to receive any further ActewAGL Credits.

- b) Without limiting clause 11.5, if You terminate this Agreement for Our breach in accordance with clause 11.3(a), You will be entitled to retain the ActewAGL Credits which You have received as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination and the ActewAGL Credits that You would have accrued (but for the termination of this Agreement) for the remainder of the Initial VPP Services Term or relevant Further VPP Services Term (as applicable).

11.7 Effect of termination – general

- a) Termination of this Agreement will not affect any:
 - (i) accrued rights or remedies that We or You may have under this Agreement; or
 - (ii) rights or obligations stated to survive termination, or by their nature intended to survive termination.

12. Electricity distributor and consents

- a) You warrant that you meet all Eligibility Criteria.
- b) You must immediately notify us if Your Grid Connection Agreement is amended or terminated.
- c) If We ask, You may appoint Us as Your representative to deal with Your Distributor, government agency, electricity retailer, Evergen, Clean Energy Regulator and Relevant Manufacturer on Your behalf, including to:
 - (i) make any Grid Connection Application or any similar,
 - (ii) seek to amend or agree any amendment of Your Grid Connection Agreement;
 - (iii) accept Your electricity Distributor's terms and conditions including any variation of such terms and conditions;
 - (iv) seek and receive information from about Your eligibility to receive the VPP Services, Your connection, Grid Connection Agreement, Operated Product or other related systems at the Supply Address or any other technical information relevant to the supply of the VPP Services.
- d) You may withdraw the authorisation under clause 12(c) by notifying Us in writing, but this may delay or disrupt Our provision of the VPP Services (and by withdrawing the authorisation You agree that We may in Our absolute discretion terminate or suspend the supply of VPP Services that We consider are potentially affected by the loss of such authorisation).
- e) You agree that in appointing Us as Your representative under clause 12(c), this may prompt third parties such as Your Distributor to seek to ascertain whether You have complied with any of the Distributor's requirements or Regulatory Requirements. We are not liable to You for any loss, damage or liability You suffer as a result of any non-compliances in relation to Your Supply Address.

13. General warranties

- a) Despite anything to the contrary in this Agreement, to the extent that You receive VPP Services from Us as a consumer within the meaning of the Australian Consumer Law, You may have certain guarantees, rights and remedies under the Australian Consumer Law (including consumer guarantee

right that the VPP Services We provide to You will be of acceptable quality, fit for the purpose disclosed and carried out by Us with due care and skill) that cannot be excluded, restricted or modified by agreement.

- b) Nothing in this Agreement 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 or any other statute where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any term of this Agreement to be void, (**Non-excludable Obligation**).

14. Not Used

15. Intellectual Property

- a) Intellectual Property owned by either party at the commencement of this Agreement remains the property of that party.
- b) Any Intellectual Property developed or created during the performance of this Agreement vests in Us immediately upon its creation and You assign all right, title and interest in such Intellectual Property to Us and will do any further acts or execute any documents required by Us to effect such assignment.
- c) Without limiting any other clause of this Agreement, to the extent You provide, submit, send or receive information or content in which You own Intellectual Property to Us under or in connection with this Agreement, You provide us with a perpetual royalty free worldwide license to use, reproduce, modify, adapt and create derivative works in such Intellectual Property for the purposes of improving and developing our products and services.

16. Data

- a) You consent to:
 - (i) the transmission of the Data to Us;
 - (ii) Our access to and use of the Data for any purpose We see fit to provide services under this Agreement (subject to privacy laws and Our privacy policy);
 - (iii) Our use and sharing of the Data with third parties, including software providers such as Evergen, any contractor providing the VPP Services, the Relevant Manufacturer, the Australian Energy Market Operator, the Clean Energy Regulator, a Distributor, a government agency or any person as required under the Regulatory Requirements or any person involved in the supply chain of a virtual power plant with which Your VPP Services are associated and to these third parties using and sharing this Data for any purpose they see fit (subject to privacy laws);
 - (iv) Us and Our Related Bodies Corporate using Your Data for internal assessments, developing new products and services.
 - (v) Us notifying third parties of Your consent to allow Us to continue receiving this Data as required to continue supplying You with products and services and confirmation of Your consent by completing or signing documents provided to You. Where We are permitted with clause 11.2 or clause 11.3; or
 - (vi) We terminate this Agreement for Your breach in accordance with clause 11.3, You will be entitled to retain

by Regulatory Requirements, You give consent for Us to access and use information that is recorded prior to the date that You accept the Offer.

- b) You may withdraw the consents contained in this clause 16 at any time by notifying Us, but doing so may prevent Us from providing You with the VPP Services and may impact the functionality of the Operated Product and VPP Services (and by withdrawing consent You agree that We may in Our absolute discretion suspend or terminate the supply of VPP Services that We consider are potentially affected by the loss of such consent).
- c) Data obtained through this clause 16 survives termination or expiry of this Agreement to the extent required by Australian law.

17. Privacy and Confidential Information

Without limiting clause 16 or any other provision of this Agreement:

- a) We may collect, use, disclose and store your Personal Information for the purpose of providing you with services under this Agreement. For example, we may disclose Personal Information obtained in accordance with this Agreement to software providers such as Evergen or manufacturers or suppliers of the Operated Product for the purpose of orchestrating the Operated Product.
- b) The information and Data collected by Us may include personal information within the meaning of the *Privacy Act 1988* (Cth). We may otherwise collect, use and disclose Your personal information in accordance with Our privacy policy and credit reporting policy, which is available at: www.actewagl.com.au/legal/policies/retail-privacy-statement, and which provides further details about the personal information We collect, what We do with it, where We send it, the credit reporting bodies We use and Your opt-out, access, correction and complaint rights with Us.

18. Liability

- a) You acknowledge and agree that the information and Data or reports You receive in connection with the VPP Services may be incomplete or vary from the data and information recorded by other metering devices, including any network electricity meter at the Supply Address. For clarity, in the event of any discrepancy, the network electricity meter will take precedence.
- b) You acknowledge and agree that the VPP Services will result in charge cycling of the Operated Product and that this may have an impact on the lifespan of the Operated Product.
- c) To the extent permitted by law, and where We are not negligent, We are not liable for any loss, harm, damage, cost, expense (including legal fees) or third party claims, or in the nature of special, indirect, consequential loss or damage, which You suffer, incur or are liable for, including arising directly or indirectly from:
 - (i) any property damage (including damage to the Operated Product and the property at the Supply Address) caused by the VPP Services;
 - (ii) any errors, viruses or bugs present in or arising from the VPP Services or any incompatibility of the VPP Services with any other software or hardware;
 - (iii) any damage caused to the Operated Product, or other inability to utilise the Operated Product, due to hardware or software upgrades initiated by the manufacturer;

- (iv) any charge cycling referred to in clause 18(b) and its impact on the lifespan of the Operated Product;
- (v) the Operated Product, any other Operated Product on the Supply Address, or any electricity charges payable by You under Your ActewAGL Electricity Sale Contract or to another retailer or Your distributor; or
- (vi) any cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage including, without limitation, economic loss (including increased electricity costs, loss of solar output, loss of stored solar energy, disruption of energy supply or storage, loss of revenue including any feed-in tariff or profit or any reduction in capital value of the Supply Address), loss of contract, loss of profit or revenue or loss of opportunity.

19. Regulatory Requirements

- a) Where Regulatory Requirements are optional or permit the parties to vary or exclude them by agreement, if a term or condition agreed between the parties in this Agreement is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent permitted.
- b) If:
 - (i) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Agreement; or
 - (ii) any term or condition of this Agreement is rendered void for inconsistency with a Regulatory Requirement, the relevant Regulatory Requirement is incorporated into this Agreement in whole or in part as required.

20. Force Majeure Event

- a) If an event outside Our or Your reasonable control (Force Majeure Event) prevents Us or You from complying with any obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).
- b) The party affected by the Force Majeure Event must use its best endeavours to:
 - (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and
 - (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).
- c) The party affected by the Force Majeure Event must advise the other party about:
 - (i) the likely duration of that event;
 - (ii) the obligations affected by that event;
 - (iii) the extent to which those obligations will be affected; and
 - (iv) the steps that will be taken to minimise, overcome or remove those effects.
- d) For the purposes of clause 20(b)(i), and only if the Force Majeure Event is widespread, Our requirement to give You prompt notice is satisfied if We make the necessary information available by way of email or SMS within 30 minutes of being advised of the Force Majeure Event, or otherwise use best endeavours to establish as soon as practicable.

- (i) that person is a Related Body Corporate of Us; or
 - (ii) that assignment, transfer or novation forms part of the transfer of all or a substantial part of Our battery or solar energy business to that other person.
- b) Unless otherwise agreed under this Agreement, You cannot assign, transfer or novate Your rights and obligations under this Agreement to any third party.
- c) This Agreement binds any executor or administrator of Your estate. If You die during the term of this Agreement, Your executor or administrator must perform the remainder of this Agreement on Your behalf.

22. Notices

- a) Except where otherwise specified in this Agreement or required under Regulatory Requirements, any communication between the parties under this Agreement may be in person, in writing, by telephone or by Electronic Means.
- b) Any communication under this Agreement required to be in writing may be made by mail or Electronic Means capable of generating a delivery confirmation report.
- c) Any written communication by You or Us is deemed to have been received:
 - (i) if sent by mail, the estimated delivery time of ordinary post as published by Australia Post; or
 - (ii) if sent by Electronic Means, on the earlier of receipt of delivery confirmation or the day of transmission (unless otherwise notified that delivery of the communication was unsuccessful or delayed).

23. Complaint Handling and Dispute Resolution

- a) If You have a query or complaint, You may contact Us in writing or by telephone.
- b) We will address any complaints in accordance with Our complaints handling and dispute resolution procedure, which can be located at www.actewagl.com.au/en/contact/complaints, or is available on request.
- c) We will inform You of the outcome of Your complaint. If You are not satisfied with our response to Your complaint, You may refer Your complaint to the energy ombudsman in the State in which Your Supply Address is located.

24. Waiver

Except as otherwise provided in this Agreement, a right created under this Agreement may only be waived in writing signed by the party granting the waiver.

25. Severability

If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Agreement, which will remain in full force and effect.

26. Applicable Law

This Agreement is governed by the laws in force in the State in which Your Supply Address is located. The parties submit to the non-exclusive jurisdiction of the courts in that State.

Customer enquiries

13 14 93

Postal address

ActewAGL GPO Box 366
Canberra ACT 2601

Language assistance

13 14 50

24 hours

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite nǐže navedeni broj.

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.