COMMUNITY BATTERY TRIAL

Virtual Storage

Customer Terms and Conditions

1. About this Agreement

a. This Agreement is entered into between the Customer specified in the Details section ('**you**' or '**your**') and Origin Energy Electricity Limited (ABN 33 071 052 287) '**we**,' '**us**' or '**our**') regarding the provision to you of Storage Services as part of the Trial, and the payment of certain Rebates to you in accordance with the Details section ('**Agreement**'). For the avoidance of doubt, this Agreement is entered into for the purpose of us providing services to you and not as any type of derivative or financial product.

b. You have a separate agreement with us for the sale of electricity. This Agreement is also separate from:
   - your agreement(s) with your Distributor for the supply of electricity to the Supply Address from the Grid; and
   - if you have a System at the Supply Address, the export of electricity generated by the System to the Grid or the payment of any FIT to you.

c. The Storage Services will be provided to you on a virtual basis. No physical relationship will exist between electricity exported by you from the System (if you have a System at the Supply Address) to the Grid, or consumed by you from the Grid, and electricity imported into, stored in, or exported from a battery. The Storage Services cannot be used to provide backup services, for example, in the case of an outage at the Supply Address.

2. Conditions Precedent and Eligibility

a. We will only enter into this Agreement with you, and continue to provide the Storage Services to you, if;
   - you have registered to participate in the Trial; and
   - you meet the Eligibility Criteria.

b. If:
   - your Distributor determines at any time that you are ineligible, or otherwise declines to register you, to participate in the Trial; or
   - your Distributor cancels the Trial; or
   - we reasonably believe that any of the conditions set out above in clause 2(a) have not been, or are not capable of being, satisfied before the Start Date,

   we may terminate this Agreement. In those circumstances, we will not have any further liability to each other under this Agreement.

c. You may terminate this Agreement at any time before the Start Date by providing us with 5 Business Days' notice, and thereafter we will not have any further liability to each other under this Agreement.

3. Term

a. This Agreement starts on the Start Date and continues for a period of 12 months (unless terminated before then in accordance with clause 8) ('**Initial Term**').

b. At the end of the Initial Term, we may extend the term of the Agreement for a period of up to 12 months. We will let you know at least 30 Business Days before the end of the Initial Term if we intend to extend the Initial Term, and you can let us know at any time after that if you would prefer to end the Agreement at the end of the Initial Term.

4. Our obligations to you

a. In exchange for you entering into this Agreement we agree to:
   - provide the Storage Services to you;
   - pay you the Rebates by way of a credit on your electricity bill; and
   - as soon as practicable to do so, inform you of any changes to this Agreement in accordance with the Agreement.

5. Your obligations to us

a. You must comply with the Regulatory Requirements that apply to you.

b. You must make sure:

- you have provided us with the correct name, Supply Address and contact details (including the address you choose for notices and billing) and that they are correctly set out in the Details section;
- you provide us with all information reasonably requested by us for the purposes of establishing that the Eligibility Criteria are met, and continue to be met during the Term; and
- you let us know if any information you've given us changes, including (but not limited to) if you move out of the Supply Address.

c. If you do not notify us when you move out of the Supply Address within 10 days of the change becoming effective, we reserve the right to seek reimbursement of any Rebates paid by us under this Agreement relating to the period following you vacating the Supply Address.
d. You must take reasonable steps to limit any loss or damage you suffer in connection with this Agreement.
e. If you breach this Agreement or the Regulatory Requirements, you must pay us any reasonable costs we incur as a result of that breach.

6. Billing and payment

a. We'll set out details of the Rebates payable to you for each Billing Period as a credit in your electricity bill.
b. Amounts of Rebates payable by us will be payable by us as credits on your electricity bills.
c. Please review your bills and statements carefully. If you believe there are any issues with a bill or statement, such as an incorrect Rebate, please let us know as soon as you can. Alternatively, if you'd like us to review your bill or statement, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints procedures (see clause 15 for more details). While your bill or statement is being reviewed, you will still need to pay any amount we ask you to by the Due Date. You must also pay any future bills by the Due Date.
d. If we determine that an error has been made in a bill or statement for a Billing Period, we will adjust the bill or statement for the next Billing Period to take into account any error for the relevant Billing Period.
e. If either party terminates this Agreement, then all Rebates will be calculated and settled as at the end of the calendar month preceding termination of the Agreement.

7. Liability

a. Subject to the Regulatory Requirements we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except to the extent that we cause that damage or loss because we breach this Agreement or are negligent.
b. To the extent permitted by the Regulatory Requirements, if (notwithstanding clause 7(a)) we have any liability to you of any kind or nature arising out of, or in connection with, this Agreement, then our liability (except any liability to make payments in accordance with clause 6) is limited to us either, at our election, supplying the Storage Services again, or paying the cost of having the Storage Services supplied again.
c. To the extent permitted by the Regulatory Requirements, neither party will be liable to the other for Excluded Loss.

8. Termination

a. This Agreement will end at the end of the Initial Term, unless the term is extended in accordance with clause 3(b).
b. You can end this Agreement by giving us 20 Business Days' notice for convenience at any time.
c. We can end this Agreement:
   - by giving you 20 Business Days' notice for convenience at any time; or
   - immediately if you vacate the Supply Address or change energy retailer at the Supply Address.
d. We may, at any time during or after the Initial Term (if the Agreement is extended), end this Agreement with immediate effect by giving written notice to you if:
   - you materially breach any of the terms of this Agreement; and
   - fail to remedy that breach to our reasonable satisfaction within 30 days of us notifying you of the breach.
e. You may, at any time during or after the Initial Term (if the Agreement is extended), end this Agreement with immediate effect by giving written notice to us if:
   - we materially breach any of the terms of this Agreement; and

- fail to remedy that breach to your reasonable satisfaction within 30 days of you notifying us of the breach.

f. Upon termination of the Agreement in accordance with clauses 8(c) and 8(d), except for each party's liability to make outstanding payment to the other, and to the extent permitted by the Regulatory Requirements, we will have no further liability to each other arising out of, or in connection with, this Agreement.

9. Assignment or novation

a. You may not assign, transfer or novate this Agreement without our consent.
b. Subject to the Regulatory Requirements, you agree we may:
   - assign, transfer or novate this Agreement; and/or
   - transfer you as a customer,

   to any third party, any of our Related Bodies Corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

10. Amendments

As the Trial develops, we may need to amend this Agreement as a result of events not contemplated or foreseen at the date of the Agreement. In these circumstances, we will obtain your prior consent.

11. What laws apply

The laws of the state of New South Wales apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state.

12. Entire agreement

This Agreement sets out the entire agreement between you and us. To the extent permitted by the Regulatory Requirements, all implied terms are excluded.

13. Severability

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

14. Notices

a. Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing by email. We'll consider that you've received the email the day after we send it to the email address you provided.
b. If we can't contact you at that email address (e.g., the notice is returned to us), we may send the notice to the Supply Address, and you'll be deemed to have received it.

15. Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at www.originenergy.com.au.

16. Privacy and marketing

a. By participating in the Trial you agree that we may collect (from your Distributor or other relevant third parties), use, hold and disclose:
   - your personal, credit related and confidential information, including details of your bills for Rebates that we pay to you under this Agreement;
   - information regarding your System at the Supply Address, including its make, model, size and any identification information;
   - information generated by your System at the Supply Address; and

- current and historical information regarding the generation and/or usage of energy at the Supply Address, including the amount of energy generated and/or used, and the time and frequency of such generation and/or usage.

b. We may disclose the information referred to in clause 16(a) to:
   - our agents and contractors (such as mail houses, data processors and debt collectors) and Related Companies;
   - your Distributor; and
   - Any other commercial partners involved in the Trial and in providing the Storage Services; for the purposes of:
     - satisfying our obligations under the Regulatory Requirements;
     - calculating the Rebates;
     - providing you with the Storage Services; and
     - otherwise in connection with this Agreement and the Trial.

c. We may disclose any of the information referred to in clause 16(a) to any Origin Company for any reason. If you don't provide this information to us, we may not be able to provide our products or services to you and you may no longer be able to participate in the Trial. Where possible, we'll collect this information from you, but we may get it from third parties.

d. We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

e. If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

f. Our detailed privacy and credit reporting statements are available at www.originenergy.com.au/privacy. Please contact us to request a paper copy.

g. From time to time, we and our Related Companies will let you know about other products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, please let us know. You can do so in My Account (if you're an Origin customer for electricity) or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

17. Definitions and interpretation

Billing Period means any period for which a bill or statement is or may be issued.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

Customer means you, the customer specified in the Details section.

Details section means the document entitled Customer Agreement Details Schedule attached as a schedule to this Agreement.

Distributor means the entity that is authorised or licensed to supply distribution services through the distribution system to which the Supply Address is connected.

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Eligibility Criteria means:

- you are an individual of at least 18 years of age;
- you are the lawful occupier of the Supply Address and the registered retail electricity account holder of the Supply Address;
- the Supply Address falls within the Trial area specified by your Distributor;
- the Supply Address is not already signed up to participate in the Trial;
- you have the consent of other residents of the Supply Address to participate in the Trial (and you can provide, if required, evidence that you have obtained such consent), except to the extent that you are the parent or legal guardian of any other resident, or any other resident is under the age of 18;
- you have a current agreement with us for the supply of electricity to the Supply Address for the Grid; and
- you have a type 4, 4a or 5 interval meter (smart or MRIM).

Excluded Loss means:

- loss of profit, revenue or anticipated savings;

- loss or denial of opportunity;
- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or
- any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

FIT means the amount of any feed-in tariffs or other amounts payable to you under any agreements for electricity relating to the export of electricity to the Grid from the Supply Address;

Grid means the electricity transmission and distribution network.

Origin Company means us and any of our Related Bodies Corporate.

Rebates means the fees due to you by us described or set out in this Agreement.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of the Storage Services. These include, but are not limited to, the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and the National Energy Law (NSW), National Energy Retail Law (NSW) and the National Energy Retail Rules.

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

Related Companies means any company:

- which is an Origin Company;
- in which an Origin Company has an interest, such as a joint venture; or
- with whom an Origin Company has a commercial relationship.

Start Date means the date specified in the Details section.

Storage Limit means the maximum capacity, in kilowatt-hours, of energy each day that is able to be virtually stored for your use and is specified in the Details schedule.

Storage Services means the provision of virtual storage provided by us for the purposes of the Trial.

Supply Address means the address where the Storage Services will be provided, as identified in the Details section.

System means the solar system installed at the Supply Address.

Term means the term of this Agreement as detailed in clause 3.

Trial means a trial of a community battery storage project that we are running in conjunction with your Distributor.

18. Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to you being in a state or territory is a reference to the state or territory in which your Supply Address is located;

- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

19. Schedule 1 - Rebates

A. Customers with a Solar System

Service Offer – Rebate calculation for customers with **solar**

a. For each day during the Term, the Storage Service will work such that it is deemed that:

   i. **Storage Rebate Rate** is identified in the Storage Rebate Rate section of the Details section
   ii. **Daily Battery Stored Volume** equals the **Solar Exported to Grid**, up to a maximum of your Storage Limit each day
   iii. **Battery Sourced Energy Imports** is the **Daily Energy Imports** up to a maximum of your **Daily Battery Stored Volume** for that day

b. For each day during the Term, your **Daily Rebate Amount** payable by us to you will be calculated as follows:

   Battery Sourced Energy Imports multiplied by your Storage Rebate Rate.

c. By way of example:

   The **Daily Rebate Amount** for a particular day is calculated as follows:

	Solar Exported to Grid (kWh)	Daily Battery Stored Volume (E.g. Max 4 kWh)	Daily Energy Imports (kWh)	Battery Sourced Energy Imports (kWh)	Storage Rebate Rate (indicative, for the purposes of the example only) ($/kWh)	Daily Rebate Amount $
Typical Day	8	4	12	4	$0.15	$0.60
Low Usage Day	8	4	3	3	$0.15	$0.45
Low Solar Production Day	3	3	12	3	$0.15	$0.45

d. For customers with **interval meters** without regular remote communication capability, we will calculate an average daily Solar Exported to Grid amount and an average Daily Energy Import amount based on your historical metering data. If actual data identifies a difference between the average and your actual usage or export that has resulted in an underpayment of the Rebate to you, we will pay you the difference.

B. Customers without a Solar System

Service Offer – Rebate calculation for customers with **no solar**

a. For each day during the Term, the Storage Service will work such that it is deemed that:

   i. **Storage Rebate Rate** is identified in the Storage Rebate Rate section of the Details section.
   ii. **Daily Battery Stored Volume** equals the amount of contracted capacity set to the Storage Limit each day

iii. **Battery Sourced Energy Imports** is the Daily Energy Imports up to a maximum of your **Daily Battery Stored Volume** for that day

b. For each day during the Term, your **Daily Rebate Amount** payable by us to you will be calculated as follows:

Battery Sourced Energy Imports multiplied by your **Storage Rebate Rate.**

c. By way of example:

The **Daily Rebate Amount** for a particular day is calculated as follows:

	Daily Battery Stored Volume **(E.g. Set to Max 4 kWh)**	**Daily Energy Imports** **(kWh)**	**Battery Sourced Energy Imports (kWh)**	**Storage Rebate Rate** **(indicative, for the purposes of the example only)** **($/kWh)**	**Daily Rebate Amount** **$**
Typical Day	4	12	4	$0.10	$0.40
Low Usage Day	4	3	3	$0.10	$0.30