

CONTRACT TERMS – BYO BATTERY



Contract Terms

1. This Contract

1.1 This Contract consists of these Contract Terms and the Details Section.

1.2 This Contract starts on the day which immediately follows the completion of all of the following:

- (a) we receive your digital acceptance via our landing page agreeing to the terms of this Contract;
- (b) you meet all of the conditions precedent and eligibility requirements in clause 2; and
- (c) we confirm with you via email or SMS that you have successfully registered with Origin Loop.

2. Conditions precedent and eligibility

2.1 The following condition precedent must be met to Origin's satisfaction before this Contract takes effect:

- (a) you must enter into an Electricity Supply Agreement with us if you are not already acquiring electricity retail services from us.

2.2 We will only enter into this Contract with you if you meet the following eligibility criteria:

- (a) you reside in an Eligible Jurisdiction;
- (b) you or other occupants at the Installation Address are not intending to use or rely on the Battery in connection with lifesaving medical equipment or other critical needs;
- (c) you have an operational solar system of at least 5kW in capacity and which is compatible with the Battery;
- (d) you have a Compatible Battery installed at the Installation Address;
- (e) you acquire broadband services at the Installation Address with an internet modem and with reliable and consistent Wi-Fi connectivity;
- (f) you have a smart meter at the Installation Address;

(g) You or other occupants of at the Installation Address are not a party to any other VPP programs;

(h) you are the registered proprietor (owner) of the Installation Address; and

2.3 You must continue to meet the eligibility criteria at all times during the Term.

3. Credits and other benefits

3.1 In exchange for you entering into this Contract, we agree to provide you with the benefits as outlined below.

3.2 If you do not comply with your obligations under this Contract, we may suspend any credit or benefit we provide to you until you comply with those obligations to our satisfaction.

3.3 Upon entering into this Contract, we will apply a one-off (GST Inclusive) credit towards your next electricity bill. This amount may vary from time to time and we will advise you of the amount of the one-off sign-up credit via our landing page (<https://www.originenergy.com.au/solar/panels-batteries/my-powerwall/>) or via another communication method prior to your agreement to this Contract.

3.4 In addition to the credit outlined in clause 3.3, we will apply ongoing credits (GST Inclusive) to your future electricity bills in the event that we discharge your Battery and export to the grid during the preceding bill period (**Battery Discharge Credit**). These credits will apply for the term of this Contract.

3.5 You will be advised as to your Battery Discharge Credit rate via our via our landing page (<https://www.originenergy.com.au/solar/panels-batteries/my-powerwall/>) and confirmed in an email sent to you once we successfully register you in our VPP. In accordance with clause 10.1, we will provide you with notice if the rate of your Battery Discharge Credit is reduced. You can elect to terminate this Contract if you do not accept any such change in accordance with clause 11.1.

4. You give us control of the Battery and Origin obligations

4.1 You agree that we may remotely access and control your Battery at any time during the Term. For example, we may:

- (a) charge part or all of your Battery or discharge part or all of your Battery to the national electricity grid at any time; and
- (b) preserve the capacity in the Battery so that it can be used for your consumption at times determined by us.

4.2 Over the course of any 12-month period under this Contract, we will not discharge more than 500 kWh of electricity from your Battery to the grid.

4.3 Subject to our use in clause 4.1, we must set the software we use as part of the VPP –to optimise the charging of your Battery:

- (a) to maximise the storage of excess electricity from your solar system; and
- (b) so that the Battery charge is available when you typically use it. You acknowledge that our remote access and control may mean there will be less capacity available for your household usage from time to time.

4.4 We must ensure that your household power supply will not be interrupted when we access or control your Battery.

5. Monitoring and maintenance of the solar system and Battery

5.1 You must maintain your solar system and Battery and use reasonable endeavours to ensure they are fully operational at all times during the Term.

5.2 You must take reasonable steps to ensure that all faults or defects with the solar system and Battery are repaired or rectified promptly.

6. Maximising performance of the solar system and Battery

6.1 You must take reasonable steps to maximise the generation of electricity by your solar system and the amount of sunlight it has access to, including keeping trees, bushes and hedges at the Installation Address trimmed.

6.2 You must not omit to do anything or allow anyone else to do anything (to the extent it is within your control) that would reduce the output of your solar system. This includes not erecting or modifying any building or structure (for example, an air conditioner unit or aerial) that would shade your solar system.

7. Your other obligations

7.1 You must comply with the regulatory requirements that apply to you in connection with this Contract.

7.2 You must:

- (a) let us know if you add, or intend to add, additional solar generation or battery storage capacity at the Installation Address or if the Battery or solar system will be unavailable for use at any time;
- (b) let us know immediately if any of your details or circumstances change, or if you no longer meet the eligibility criteria;
- (c) if you move or sell the Installation Address, provide us with contact details for the incoming resident or purchaser;
- (d) take reasonable steps to limit any loss or damage you suffer in connection with this Contract;
- (e) allow us to use your broadband services in connection with this Contract; and
- (f) agree that communications about our access and control of the Battery (if any) will be by SMS or email.

8. Our liability and compliance with regulatory requirements

8.1 Subject to clause 8.2, we accept liability to you to the extent we cause that loss or damage because

we breach this Agreement. However, to the extent permitted by law, we're not liable to you for any:

- (a) loss or damage in connection with or arising out of this Agreement other than as described in clause 8.1 above;
- (b) Excluded Loss;
- (c) loss or damage to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss or damage.

8.2 We must comply with the regulatory requirements which apply to us in connection with this Contract.

9. Your privacy and data

9.1 We collect, use, hold and disclose your personal information in order to provide you with services and in connection with the VPP. We may disclose this information to our Related Companies, our agents and contractors (such as software providers and mail houses), your distributor, relevant government authorities, other energy retailers and, in certain circumstances, a credit reporting agency. If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may also get it from third parties. Our detailed privacy statements are available at [originenergy.com.au/privacy](https://www.originenergy.com.au/privacy).

9.2 From time to time we'll let you know about our 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 by filling in the form at <https://www.originenergy.com.au/forms/contact-preferences/>. We'll keep providing you with these offers until you tell us otherwise.

9.3 In order for you to participate in the VPP, you agree we can provide your personal information and data relating to your Battery, solar PV system and your electricity usage to our third party contractors-

10. Variation to terms

10.1 We may vary this Contract by providing you with 1 months' notice for the following reasons:

- (a) if a Change of Law which affects this Contract or our performance of it occurs; or
- (b) if there is no detriment to you; or
- (c) if there is material detriment, if you agree to the change by continuing to participate in our VPP program.

11. Termination

11.1 You may end this Contract at any time by giving us 20 days' written notice.

11.2 We may end this Contract if:

- (a) you breach this Contract ;
- (b) you sell or move out of the Installation Address;
- (c) you no longer meet the eligibility criteria; or
- (d) by giving you 30 days notice if we decide not to continue with the VPP or not to offer a similar ongoing product after the VPP ends.

12. Notices

12.1 Subject to clause 7.2(g), we'll send you notices in writing:

- (a) personally;
- (b) by post, addressed to the address you nominate. We'll consider that you've received the notice on the second Business Day after we post it;
- (c) by e-mail if you've provided us with an email address. We'll consider that you've received the email the day after we send it to the email address you provided;
- (d) by a message on your electricity bill; or
- (e) by sending you an electronic message (eg email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (eg our website). We'll only do this if it's reasonable



in the circumstances and not prohibited by the regulatory requirements.

12.2 If you do not choose an address for notices or we can't contact you at that address (eg the notice is returned to us), we may send the notice to the Installation Address and you'll be deemed to have received it.

13. Miscellaneous

13.1 This Contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.

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

13.3 This Contract is governed by the laws of the State in which the Installation Address is located.

14. Definitions

This clause contains definitions for all words which begin with a capital letter (otherwise than where the capital letter appears for reasons of punctuation).

Battery means the battery system installed at the Installation Address.

Battery Discharge Credit means as described in clause 3.4.

Change of Law means:

- (a) any law, regulation, rules, code, or sub-code being introduced, taking effect, commencing, amended or repealed in whole or in part after this Contract starts;
- (b) a change to any Tax applicable on the date this Contract starts, including the imposition of any new Tax, a variation to the rate of any Tax or a variation to the basis on which a Tax is levied or calculated;
- (c) a variation in the interpretation or administration of a law or regulation by a

governmental agency or body or a court or tribunal after this Contract starts; or

- (d) a scheme that provides for us to gain or hold any licence, permit or authorisation or providing for us to purchase, hold or surrender any certificate, permit or instrument, or directly or indirectly imposes costs, including costs passed through from third parties, on us being introduced, taking effect, commencing, amended or repealed in whole or in part after this Contract starts; except to the extent that such imposition, amendment, repeal, variation or introduction relates to income tax (as defined in the Income Tax Assessment Act 1997 (Cth)).

Compatible Battery means a battery compatible with Origin's VPP program as outlined on our landing page (<https://www.originenergy.com.au/solar/panels-batteries/my-powerwall/>) and updated from time to time.

Contract means the Contract Terms and Details Section.

Contract Terms means this document.

Details Section means the document entitled 'Details Section' provided to you with these Contract Terms.

Electricity Supply Agreement means an agreement between you and us for the sale of electricity at the Installation Address.

Eligible Jurisdiction means a jurisdiction within Australia where residents within that jurisdiction can, subject to meeting the eligibility criteria, join Origin's VPP program. See our landing page (<https://www.originenergy.com.au/solar/panels-batteries/my-powerwall/>) for current Eligible Jurisdictions which may be updated from time to time.

Excluded Loss means:

- (a) loss of profit, revenue or anticipated savings;
- (b) loss or denial of opportunity;
- (c) loss of access to markets;
- (d) damage to credit rating or goodwill;
- (e) financing costs;
- (f) special, incidental or punitive damages; or
- (g) 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 or breach of law or contract).

You (or 'your') has the meaning given to it in the Details Section.

Installation Address means the property specified in the Details Section and where the Battery is located.

Origin means Origin Energy Electricity Limited (ABN 33 071 052 287) (and includes references to 'us', 'we' or 'our'). Origin Company means Origin Energy Limited (ABN 30 000 051 696) and any of its Related Bodies Corporate.

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

Related Company means any company:

- (a) which is an Origin Company;
- (b) in which an Origin Company has an interest, such as a
- (c) joint venture; or
- (d) with whom an Origin Company has a commercial relationship Tax means any royalty (whether based on value, profit or otherwise), tax, excise, levy, fee, rate, duty, charge or cost levied, charged or imposed on us or any third party by any governmental agency, or other body authorised by law to impose it and the cost of any certificate or instrument required to be acquired.

VPP means Origin's virtual power plant in which Origin plans to create a virtual power plant using batteries connected to solar systems.