

GENERAL TERMS AND CONDITIONS

1. SALE AND PURCHASE

- 1.1 We agree to sell electricity to you at each connection point for the Premises.
- 1.2 You agree to buy all of the electricity used at the Premises from us. You must not buy electricity used at the Premises from anyone else during the Term.
- 1.3 If GreenPower is included in the Schedule, we will also sell you accredited GreenPower equivalent to the specified percentage of your adjusted annual electricity consumption.

2. TERM

- 2.1 Subject to clauses 2.2, 2.6 and 10, this agreement is for the sale of electricity from 0000 hours on the Start Date until 2400 hours on the End Date.
- 2.2 If we are not financially responsible under the Rules for the relevant connection point or connection points for the Premises at the date of this agreement, this agreement will be for the sale of electricity from each relevant date that we first become financially responsible.
- 2.3 You must sign all documents and do all things necessary for us to become financially responsible for all connection points for the Premises as and from the Start Date.
- 2.4 You explicitly consent to us becoming financially responsible for all connection points for the Premises (including by the transfer of financial responsibility from your previous electricity retailer to us) as and from the Start Date.
- 2.5 You acknowledge that there could be delays in installing Meters and other matters beyond our reasonable control that could lead to a delay in us becoming financially responsible.
- 2.6 Subject to clause 2.7, we do not have to sell electricity to you after the End Date and can cause you to be disconnected or transferred to another electricity retailer after that date. However, if we remain financially responsible for a connection point after the End Date, we will continue to sell you electricity on the terms of this agreement except for the Energy Rates, which will be rates as reasonably determined by us from time to time. You acknowledge that the Energy Rates for the period after the End Date could be significantly higher than the rates applying during the Term.
- 2.7 If we enter into a subsequent negotiated agreement with you for the sale of electricity for the period after the End Date, clause 2.6 will not apply.
- 2.8 During the Term, if you request, we agree to meet with you to discuss the possibility of extending this agreement (either by rolling in additional sites and/or negotiating an extension of the Term) and the charges that might be relevant to any extended agreement.

3. CHARGES

- 3.1 You must pay us the following charges:
- Energy Charges;
 - Network Charges, unless you pay them directly to the Distributor;
 - Market Charges;
 - Metering Charges;
 - LREC Charges;
 - SRES Charges;
 - ESC Charges, for all Premises in New South Wales;
 - VEET Charges, for all Premises in Victoria; and
 - AEEC Charges, for all Premises in the Australian Capital Territory.
- 3.2 If GreenPower is included in the Schedule, you must pay us the GreenPower Charges in addition to the other charges payable by you under this Agreement.

4. METERING

- 4.1 If a Meter is not already installed for each connection point for the Premises, we will arrange for a Meter to be installed.

This may not happen before the Start Date, in which event our charges for the period before the Meter is installed will be based on our standard bundled market rate, and not the charges set out in clause 3.1.

- 4.2 If any electrical work is required to facilitate the installation of the Meter (such as switchboard upgrades or re-wiring) you must arrange for this work to be undertaken by a licensed electrical contractor at your cost.
- 4.3 You must keep the Meter safe and secure and must not damage, modify or interfere with the Meter. You must also comply with all reasonable directions in relation to the Meter. You must also allow us and all other relevant people to safely access the Premises for the purpose of installation, reading, testing, repair, maintenance or removal of all Meters. However, you may refuse entry to any people who do not comply with your reasonable health and safety directions.
- 4.4 You must pay all reasonable costs associated with the inspection and testing of all Meters, current transformers and voltage transformers. You must also pay all costs of any necessary repair or replacement of current transformers and voltage transformers.
- 4.5 Subject to clause 4.6, the quantity of electricity sold to you will be determined by us from readings of the Meter at each connection point for the Premises.
- 4.6 If a Meter malfunctions or metering data is not available for any reason, then, subject to any relevant Laws, the amount of electricity sold will be estimated by us (acting reasonably) based on standard practices in the electricity industry and all relevant information available.
- 4.7 If a Meter is found to have under recorded the amount of electricity used at the Premises, we may issue an invoice to you for the under recorded amount.
- 4.8 If you have a direct agreement with a metering provider and we are not reasonably satisfied with its performance, we may replace the metering provider with one nominated by us.

5. PAYMENT

- 5.1 We will send you a bill at the end of each Billing Period for all amounts payable by you under this agreement. The bill may also include:
- unbilled charges incurred in respect of a previous Billing Period;
 - adjustments in relation to any charges which were billed or should have been billed in respect of a previous Billing Period; and
 - estimated amounts for some charges, where relevant.
- 5.2 We may invoice some of the charges payable by you before any relevant costs are actually incurred by us.
- 5.3 We may also send you adjusted bills or further bills from time to time in respect of any changes to or reconciliation of the charges payable by you or to correct any inaccuracies in previous bills.
- 5.4 We will send bills to you by email. At the start of this agreement, you must advise us of the email address to which we can send bills. You can notify us of changes in that address from time to time.
- 5.5 You must pay all bills within 14 days of issue without any set off or counterclaim.
- 5.6 If you (in good faith) dispute the amount of a bill, you must pay the undisputed amount and 50% of the amount in dispute within the period for payment. Following resolution of the dispute:
- if you owe us any further amount, you must also pay interest on that amount at the Interest Rate from the date it should have been paid until the date of payment; and

- (b) if we have to refund any amount to you, we must pay interest on that amount at the Interest Rate from the date you paid it to us until the date we refund it to you.
- 5.7 Subject to the following sentence, if you pay all of a monthly bill before the due date for payment, we will give you a discount for each day of early payment equal to the amount of the bill multiplied by the Early Payment Interest Rate divided by 365. The discount will apply as a credit on your following bill and does not apply to your last monthly bill.
- 5.8 If you are late in payment, we will charge you interest on the outstanding amount at the Default Interest Rate. This does not limit our other rights under this agreement.
- 5.9 We may also charge you either or both of the following:
- any reasonable costs we incur in recovering any amounts you owe us under this agreement; and
 - late payment fees, disconnections fees and other similar fees determined by us (provided the amount of the fees must be reasonable).
- 5.10 If you are more than 3 days late in paying 3 or more bills in any 12 month period, you must, if requested by us, provide us with a bank guarantee which secures an amount equal to our reasonable estimate of the amounts payable by you under this agreement for a period of two months (as advised to you from time to time). The bank guarantee must be from a bank reasonably acceptable to us and on terms reasonably acceptable to us. If the bank guarantee has an expiry date, it must not be earlier than 60 days after the End Date.
- 5.11 You must provide the bank guarantee within 5 Business Days of receiving a request from us. If you do not provide the bank guarantee within the required time, we may cause the supply of electricity to the Premises to be disconnected. We may also exercise our other rights under this agreement.
- 5.12 We may call on the bank guarantee if you are late in paying any amount owing under this agreement, in addition to our other rights under this agreement.
- 5.13 If we call on the bank guarantee, you must provide us with a replacement bank guarantee on the terms set out in clause 5.10. You must provide the replacement bank guarantee within 5 Business Days of receiving a request from us. If you do not provide the replacement bank guarantee within the required time, we may cause the supply of electricity to the Premises to be disconnected. We may also exercise our other rights under this agreement.
- 6. NO LIABILITY FOR PHYSICAL CONNECTION OR DELIVERY**
- 6.1 You agree that we are not responsible for physically connecting or delivering electricity to you.
- 6.2 As we are not physically connecting or delivering electricity to you:
- we do not undertake to provide or maintain any particular voltage, frequency or standard of supply; and
 - unless required by law, we give no condition, warranty or undertaking and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety.
- 6.3 Despite the above provisions, to the extent that a supply obligation might be taken to be a part of this agreement and there are any implied conditions, warranties or rights under any Laws in relation to that supply, any liability we have to you under these Laws that cannot be excluded but can be limited is (at our option) limited to:
- providing equivalent goods or services to your Premises; or
 - paying the cost of replacing the goods or services or acquiring equivalent goods or services.
- 6.4 So far as the law allows, we are not liable for any loss (including consequential or indirect loss) or damage you suffer (whether due to negligence or otherwise), because of the electricity we sell or supply to you under this agreement. In particular, we are not liable for any loss or damage you may suffer because:
- there is a failure of electricity supply, or there is a defect in the electricity supplied (however caused); or
 - some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.
- 6.5 This clause 6 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.
- 7. YOUR LOAD**
- 7.1 If requested by us, you must provide us with quarterly load forecasts for each connection point for the Premises. You must ensure that all load forecasts you give us are as accurate as reasonably possible.
- 7.2 If after providing a forecast, you become aware of information which makes the forecast inaccurate, you must immediately provide us with an updated forecast.
- 7.3 You must also give us at least 30 days written notice of any material changes (either up or down) to the consumption of electricity at the Premises of which you are aware, including any planned shut downs at any sites comprising the Premises.
- 7.4 You must not enter into any arrangements with a third party for the control, curtailment or management of load at the Premises without our consent (which must not be unreasonably refused if the arrangement will have no adverse financial impact on us).
- 7.5 If your electricity usage at any site comprising the Premises falls below 160MWh in any rolling period of 12 months, we no longer have to sell you electricity at that site. If requested by us, you must transfer financial responsibility for that site to another retailer in which event that site will no longer form part of the Premises.
- 8. CHANGE IN LAW**
- 8.1 If a Change in Law occurs after the date of our first offer to supply electricity to the Premises, or the date of this agreement, if an offer was not made, you must also pay to us an additional charge that we reasonably determine (from time to time) is necessary to compensate us for the financial effect on us arising from or connected with the Change in Law.
- 8.2 Any additional charge is to be determined on a cost pass through basis (or a reasonable approximation of a cost pass through).
- 8.3 Where the financial effect of a Change in Law is indirect, we must apportion the financial effect fairly among all of our customers.
- 8.4 If requested, we must provide to you all reasonable information necessary to justify the additional charges.
- 8.5 If the Change in Law is the introduction of an emissions trading scheme or a carbon tax, you acknowledge that the additional charge described in clause 8.1 may include us increasing the Peak Rate, the Shoulder Rate (if relevant) and the Off Peak Rate by an amount equal to (ACI x CRP), where ACI is the volume weighted average carbon intensity (in tonnes of CO₂-e per MWh) of generating units in the NEM and CRP is the market price of emissions units or permits (as reasonably determined by us) or the rate of the carbon tax, as relevant, (in \$/tonne of CO₂-e), at the relevant time.
- 8.6 If the Change in Law is a change to the "required GWh of renewable source electricity" under the REC Act, you acknowledge that the additional charge payable by you may, depending on the additional cost incurred by us as a result of the change, be more than a proportional increase in your LREC Charges.
- 9. DISCONNECTION**
- 9.1 If you do not pay us any amount that is validly due and owing on time, we may cause the supply of electricity to the

- 9.2 Premises to be disconnected until you have paid all outstanding amounts (including interest for late payments). We must not exercise our right under clause 9.1 unless we have given you a written notice requiring the outstanding amount to be paid within 5 Business Days of the date of the notice and you have failed to comply with the notice.
- 9.3 Our rights under this clause 9 do not limit our other rights under this agreement.
- 10. DEFAULT AND TERMINATION**
- 10.1 If you fail to comply with any of your obligations under this agreement, we may do any one or more of the following:
- exercise our rights under clause 9;
 - recover from you any outstanding amounts you owe us;
 - sue you for any loss, damage, cost, charge or expense suffered by us as a result of your breach of this agreement; or
 - call on any credit support.
- 10.2 Either party may terminate this agreement by notice in writing if:
- an Insolvency Event occurs in relation to the other party; or
 - the other party has failed to comply with any of its fundamental obligations under this agreement (which include the obligation to pay amounts owing under this agreement) and the breach has not been remedied within 10 Business Days of receiving a notice in writing to remedy the breach.
- 10.3 Upon termination of this agreement by us, we may do any one or more of the following:
- cause the supply of electricity to the Premises to be disconnected;
 - transfer financial responsibility for all connection points to another electricity retailer;
 - recover from you any outstanding amounts you owe us;
 - sue you for any loss, damage, cost, charge or expense suffered by us as a result of your breach or as a result of the early termination of this agreement; or
 - call on any credit support.
- 10.4 This agreement ends, without penalty to you, if we become the defaulting retailer under a retailer of last resort scheme, or are otherwise no longer entitled to sell you electricity because of the operation of a retailer of last resort scheme. In that event, we must, within one business day, provide your name, billing address and associated NMI and NMI checksum to the entity appointed as the retailer of last resort.
- 10.5 By entering into this agreement, you commit to buying all electricity consumed at the Premises from us for the entire Term at the agreed rates (as adjusted by the provisions of this agreement). If you do not buy all of the electricity consumed at the Premises from us for the entire Term (including where you vacate or sell the Premises), you must compensate us for any loss we suffer as a result (as determined by us). However, the obligation to compensate us does not apply where:
- your rights and obligations under this agreement are transferred with our consent pursuant to clause 12.1;
 - a site forming part of the Premises is removed under clause 13, but only in respect of that site;
 - we agree to enter into a new agreement for the sale of electricity to any new occupier of the Premises; or
 - we consent to another retailer selling electricity to any new occupier of the Premises.
- 10.6 Where clauses 10.5(a), (c) or (d) apply, you will remain liable for all electricity consumption at the Premises until the effective date of transfer or the start date of the agreement between the new occupier and us, or another retailer.
- 10.7 In clauses 10.5 and 10.6, a reference to the Premises includes a reference to part of the Premises, where relevant.
- 11. GST**
- 11.1 All amounts payable under or in connection with this agreement are exclusive of GST.
- 11.2 A recipient of a taxable supply under or in connection with this agreement must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply.
- 11.3 The recipient must make that payment to the supplier as and when the GST exclusive consideration or part of it is provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.
- 11.4 Words in this clause 11 have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and regulations, unless the context makes it clear that a different meaning is intended.
- 12. TRANSFER**
- 12.1 Subject to clauses 12.2 and 12.3, neither party may transfer its rights or obligations under this agreement without the consent of the other party (which consent must not be unreasonably refused).
- 12.2 We may transfer our rights and obligations under this agreement to a purchaser of our business or to a related body corporate without your consent. You and we must enter into an agreement prepared by us on reasonable terms under which all our future rights and obligations under this agreement are released and transferred to the purchaser or related body corporate. You must sign all documents and do everything reasonably necessary or desirable to give full effect to the transfer.
- 12.3 We may transfer or charge all or any of our rights under this agreement to our financier.
- 13. THE REMOVAL OR ADDITION OF SITES**
- 13.1 You may add sites to the Premises or remove sites from the Premises provided you get our prior written consent which must not be unreasonably refused but may be granted subject to reasonable conditions. We will not unreasonably refuse to provide our consent if:
- you give us at least 2 months prior written notice;
 - the notice contains the following details:
 - the expected date the site will be added or removed;
 - if available, half hourly metering data for the previous 12 months for any additional site;
 - an estimate of the load shape and the electricity consumption for any additional site for the following 12 months;
 - all identifier and other necessary information relating to any additional site; and
 - details of any proposed new occupier of any site to be removed;
 - the load shape of any additional site is similar to the load shape of the existing sites that comprise the Premises;
 - any additional site has a remotely read interval meter and is in the same region of the NEM as the other sites that comprise the Premises;
 - the estimated annual consumption at any additional site is at least 160MWh; and
 - the addition or removal of the site will not result in the total amount of electricity used in any period at all sites located in the same region of the NEM, being 10% greater or 10% lesser than the estimated usage for those sites in that period.
- 13.2 Any new site will become part of the Premises from the date we first become financially responsible for the relevant

connection point or connection points. Any removed sites will remain part of the Premises until the site is disconnected or until the start date of a negotiated retail sale agreement between the new occupier of the site and us, or another retailer. You will remain liable for all consumption at the site until then.

14. INFORMATION

14.1 You must provide us with information relating to your past and expected future electricity usage and all other information which we reasonably require for purposes associated with this agreement or our obligations under any Law. You authorise us to disclose this information to the Distributor, AEMO and any other relevant people for those purposes.

14.2 You also authorise us to obtain information relating to your past electricity usage from the Distributor.

15. COMPLAINTS AND DISPUTES

15.1 Upon receiving a complaint from you, we must acknowledge the complaint immediately or as soon as practicable and respond to the complaint within 10 Business Days. If the complaint relates to a site in the Australian Capital Territory, you may apply for a rebate of \$20 if we do not comply with this obligation.

15.2 If there is a dispute between us under this agreement, the following provisions will apply:

- (a) either of us may give the other a written notice setting out the nature of the dispute in reasonable detail;
- (b) senior officers from both parties must meet within 10 Business Days of the date of receiving the notice to attempt in good faith to resolve the dispute;
- (c) if the dispute is not resolved within 20 Business Days of the notice, then either party may refer the dispute to an expert for expert determination;
- (d) the expert will be a person agreed on between the parties, but if we cannot agree within 22 Business Days after the notice, the expert will be selected by us (acting reasonably);
- (e) the expert is to act as an expert (and not as an arbitrator);
- (f) the costs and expenses of the expert will be borne equally by the parties unless the expert determines that one of the parties has not acted in good faith in relation to the dispute, in which case the costs will be borne in the manner determined by the expert; and
- (g) except in the case of a manifest error, the determination of the expert is final and binding on both parties.

16. NOTICES

16.1 Notices under this agreement must be in writing and may be delivered by hand, or sent by mail, fax or email to the addresses set out in the Schedule, or any other addresses notified from time to time. However, notices changing an address or notices under clauses 9 or 10 may not be given by email.

16.2 A notice or bill is taken to be received:

- (a) if hand delivered, on the day of delivery;
- (b) if sent by mail, on the third Business Day after mailing;
- (c) if sent by fax, on production of a transmission report from the machine from which it was sent; and
- (d) if sent by email, at the time it was received by the recipient.

17. GENERAL

17.1 If the day on or by which a person must do something under this agreement is not a Business Day, the person must do it on or by the next Business Day. However, if a payment is due on or by a day which is not a Business Day, the payment must be made on or before the previous Business Day.

17.2 If a party to this agreement is made up of more than one person, or a term is used in this agreement to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) an undertaking is given by each of them separately.

17.3 If you are the trustee of a trust, you enter into this agreement on your own behalf and as the trustee of the trust. In addition to your own assets, all the assets of the trust will be available to satisfy your obligations under this agreement.

17.4 This agreement is governed by Queensland law. Each party submits to the non-exclusive jurisdiction of the courts having jurisdiction in Queensland.

17.5 Any provision of this agreement which is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this agreement enforceable.

17.6 Each party must do everything reasonably necessary or desirable to give full effect to this agreement.

17.7 If either party is unable to perform its obligations under this agreement (other than an obligation to pay money) because of an event beyond its reasonable control, the obligation is suspended, but only to the extent that the event prevents performance.

17.8 This agreement contains the entire agreement between us relating to the sale or supply of electricity to the Premises.

17.9 You acknowledge that in entering into this agreement, you have not relied on any statements, representations or warranties made by us except as provided in this agreement.

17.10 We may make reasonable changes to the terms of this agreement to reflect the imposition of, change in (or change in application or official interpretation of) or removal of a Law that is relevant to this agreement by written notice to you. Otherwise this agreement may only be varied in writing signed by both parties.

17.11 A right under this agreement may only be waived in writing by the person giving the waiver.

17.12 Unless the contrary intention appears, words defined in the Rules have the same meaning when used in this agreement.

17.13 Where we are required by this agreement to make a determination of an amount or an input into a formula, a certificate signed by us is, in the absence of a manifest error, final and binding on you.

17.14 A provision of this agreement must not be construed against a party only because that party drafted it.

17.15 Clauses 2.6, 3, 4, 5, 6, 8, 9, 10, 11, 15, 16, 17, 18 and 19 survive termination or expiry of this agreement.

18. INTERPRETATION

18.1 Headings are for convenience only, and do not affect interpretation.

18.2 The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor,

- administrator or successor in law of the person;
and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) If a word is defined, another part of speech has a corresponding meaning.
- (d) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (e) The words "related body corporate" have the same meaning as in the Corporations Act.
- (f) A reference to AEST is a reference to Australian Eastern Standard Time (without regard to daylight saving or summer time).
- (g) A reference to a quarter means each period ending 31 March, 30 June, 30 September and 31 December in each year.

19. DEFINITIONS

The following definitions apply in this agreement unless the contrary intention appears.

AEEC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the AEEC Rate set out in the Schedule for the relevant period.

AEMO means Australian Energy Market Operator Limited ACN 072 010 327 or any other entity that operates the NEM.

Billing Period means a calendar month, or part thereof.

Business Day means a day other than a Saturday, Sunday or public holiday in the place where the Premises are located.

Change in Law means the imposition of, change in (or change in application or official interpretation of) or removal of a Law which has the effect, directly or indirectly, of increasing or decreasing our costs in connection with selling or supplying electricity. A Change in Law includes an increase in the number of regional reference nodes which directly or indirectly leads to an increase in the wholesale cost of electricity (or the amounts payable by us under electricity hedging contracts). A Change in Law also includes any changes to the REC Act. **Charges** means all the charges set out in clause 3.

Corporations Act means the Corporations Act 2001 (Cwth).

Default Interest Rate means 2% plus the Interest Rate.

Distributor means the person responsible for physically connecting and delivering electricity to the Premises. If the Premises are comprised of more than one site, there may be more than one Distributor.

Early Payment Interest Rate means 4% plus the Reserve Bank of Australia "Cash Rate Target". If that rate does not exist, it will be another similar rate nominated by us.

End Date is the date set out in the Schedule. There may be different End Dates for different sites.

Energy Charges means the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the relevant Energy Rates for the relevant periods set out in the Schedule.

ESC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the ESC Rate set out in the Schedule for the relevant period.

Green Power Charges means the actual metered consumption of electricity at all connection points for the Premises, adjusted by the relevant distribution loss factors, multiplied by the GreenPower rate set out in the Schedule for the relevant period.

Insolvency Event means, in respect of a person:

- (a) an administrator, liquidator, receiver or similar person being appointed to the person or its assets;
- (b) the person:

- (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
- (ii) being taken by applicable law to be (or if a court would be entitled or required to presume that the person is) unable to pay its debts or otherwise insolvent; or
- (c) any similar event.

Interest Rate means the corporate overdraft reference rate (from time to time) quoted by the Commonwealth Bank of Australia. If that reference rate does not exist, it will be another similar rate nominated by us.

Law includes any legislation, statute, act, rule, code, order, regulation, procedure, direction, tariff or condition or requirement of any licence or authority.

LREC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the LREC Rate set out in the Schedule for the relevant period.

LREC Rate for a period means the rate specified in the Schedule for that period, as varied by us from time to time based on our obligations under the REC Act and the market price of large-scale generation certificates created under the REC Act. However, subject to clause 8:

- (a) if the Schedule specifies an LREC Price for a period, the LREC Rate for the period will be the LREC Price multiplied by the renewable power percentage under the REC Act for that period; or
- (b) if the Schedule specifies that the LREC Rate for a period is firm, the LREC Rate for that period will be fixed.

Market Charges means your proportion on a cost pass through basis of the fees and charges payable by us to AEMO or any other relevant regulatory authority associated with the sale of electricity to you at the Premises, including participants fees, ancillary services charges and other charges associated with the operation of the NEM. The Market Charges will be apportioned by us on a fair and reasonable basis based on your electricity usage.

Meter means a remotely read interval meter that complies with the relevant provisions of the Rules.

Metering Charges means a fee of \$1350 per Meter per annum. However, if you have entered into a direct agreement with a Metering Provider for the installation, maintenance, testing and reading of the Meter for each connection point for the Premises, the Metering Charges will be a fee of \$350 per Meter per annum (which is in addition to any amount you or we are obliged to pay your nominated Metering Provider, or any Metering Provider replaced by your nominated Metering Provider). Further, if the term of this agreement is more than 5 years, we may increase the Metering Charges in the sixth and subsequent years.

NEM means the national electricity market.

Network Charges means the charges levied from time to time by the Distributor in relation to your Premises including for the physical connection and delivery of electricity to the Premises (whether payable under a connection agreement, use of system agreement, co-ordination agreement or otherwise). For any Premises in New South Wales, the Network Charges includes the cost of any Fund contribution (as defined in the NSW Act) associated with your consumption of electricity at the Premises made by the Distributor that are passed on to us.

NSW Act means the Electricity Supply Act 1995 (NSW).

Premises means each of the sites set out under the Contract Site Details in the Schedule.

Quarter means each period of 3 months ending on 31 March, 30 June, 30 September and 31 December each year.

REC Act means the Renewable Energy (Electricity) Act 2000 (Cwth) (as amended) and any associated legislation, including the Renewable Energy (Electricity) (Large-scale Generation Shortfall Charge) Act 2000

(Cwth) (as amended) and the Renewable Energy (Electricity) (Small-scale Technology Shortfall Charge) Act 2010 (Cwth) (as amended).

Rules means the National Electricity Rules under the National Electricity Law.

SRES Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the SRES Rate for the relevant calendar year. The SRES Rate for a calendar year is the SRES Price for the calendar year set out in the Schedule multiplied by the small-scale technology percentage under the REC Act for that calendar year.

Start Date is the date set out in the Schedule. There may be different Start Dates for different sites.

Term means the period from the Start Date to the End Date.

VEET Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the VEET Rate for the relevant calendar year. The VEET Rate for a calendar year is the VEET Price for the calendar year set out in the Schedule multiplied by the greenhouse gas reduction rate for electricity under the Victorian Energy Efficiency Target Act 2007 for that calendar year.