Virtual Power Plant
Services Agreement

CovaU Pty Ltd (ABN 54 090 117 730)

("CovaU", "we" or "us")

The Customer
("you" or "your")

Introduction to our VPP Program

This Agreement governs the CovaU Virtual Power Plant Battery Program (**VPP Program**) offered by CovaU to eligible customers. The VPP Program enables **residential** and **business** electricity customers in Queensland (**QLD**), New South Wales (**NSW**), South Australia (**SA**), Tasmania (**TAS**), the Australian Capital Territory (**ACT**) and Victoria (**VIC**) to connect their home or business Eligible Battery Systems to CovaU's Virtual Power Plant (**VPP**) network.

Please read and understand this Agreement carefully as it sets out the terms & conditions of our VPP Program, including the services we offer to provide to you (relating to how we operate our Virtual Power Plant) and services you would provide to us (such as granting us access and control over your Battery).

By enrolling in our VPP Program, you agree to these terms & conditions and your participation in the VPP Program constitutes acceptance of these terms & conditions and any applicable Offer details provided to you in writing. In the event of any conflict, these terms & conditions prevail.

We must be your electricity retailer for you to be a part of our VPP Program and these terms & conditions form part of the terms and conditions of your Electricity Supply Agreement with us.

Agreement Details

Here are some key details of this Agreement:

Agreement Details	
Customer	Your details are set out in the Welcome Letter.
Supply Address	Your Supply Address is set out in the Welcome Letter.
Offer	Either (as prescribed in the Welcome Letter): (a) the Upfront Discount Offer (with the specific details of this Offer set out in **Part 1** of the **Details Schedule**); or (b) the BYOB Offer (with the specific details of this Offer set out in **Part 2** of the **Details Schedule**).
Upfront Discount Offer	Our VPP Program enrolment option where you purchase a new Eligible Battery System in partnership with us at a discounted price, in exchange for committing your Eligible Battery System to our VPP Program for the applicable VPP Services Term and receiving Incentives in return.
BYOB Offer	Our Bring Your Own Battery (**BYOB**) VPP Program enrolment option where you already have an Eligible Battery System, or you purchase and install one independently without any upfront discount, and you commit your Eligible Battery System to our VPP Program for the applicable Services Term and receive Incentives in return.
Incentives	These are the financial benefits we will provide to you for participating in our VPP Program, applied as partial credits / payments towards your CovaU electricity bill. These include: (a) if you enrol in either the BYOB Offer or Upfront Discount Offer, Ongoing VPP Credits received from us for energy

	Discharged during VPP Events (with the value of such credits set out in **Part 3** of the **Details Schedule**); and (b) if you enrol in the Upfront Discount Offer, you will receive **a discounted price** from the CovaU Solar Partner, which will be applied to the total purchase price of the Eligible Battery System under the separate purchase and installation agreement that you are required to enter into with the CovaU Solar Partner.
Government Credits	You may be entitled to create or receive Government Credits by participating in our VPP Program. Please refer to **Part 4** of the **Details Schedule** for further details. Where possible, we will assist you in claiming any Government Credits.
VPP Services Term	The VPP Services Term is as follows: (a) where you enrol in the Upfront Discount Offer, 3 years from the Commencement Date; or (b) where you enrol in the BYOB Offer, ongoing on a month-to-month basis from the Commencement Date. We will use reasonable endeavours to contact you as the end of the VPP Services Term approaches to discuss your ongoing options.
Commencement Date	Depending on your Offer, the Commencement Date is the day immediately following: (a) where you have enrolled in the Upfront Discount Offer, and we have provided you with our Welcome Letter, the date that we notify you that your Eligible Battery System has passed the CovaU VPP Test; or (b) where you have enrolled in the BYOB Offer, the date we have provided our Welcome Letter to you.
Welcome Letter	The confirmation letter we will provide to you (via email or post) confirming the Agreement has been entered into and specifying the VPP Services once the following steps have been completed: (a) you have agreed to the terms of this Agreement (either via our online form, in person, over the phone or via email); (b) you have met all the Eligibility Criteria; and (c) your Battery has been successfully enrolled and operational in our VPP Program.

Specifications	The compatible combinations of Battery systems and inverters required to participate in our VPP Program at https://covau.com.au/vpp-inquiries. If you enrol in the Upfront Discount Offer (which enables you to receive discounted price on the total purchase price of the Eligible Battery System), this Battery may only be compatible with CovaU's VPP Platform. This means that if you plan to enrol in an alternative VPP program provided by another VPP service provider in the future, the Battery you purchase and install under our Upfront Discount Offer may not be compatible with that service provider's own VPP platform. To you are unsure and would like to check whether the Battery system is incompatible with another service provider's VPP platforms, please visit https://covau.com.au/vpp-inquiries. or consult with us prior to your participation in our VPP Program.
Reserve Battery Discharge Target	Approximately 20% of the Eligible Battery System's usable energy storage (subject to clause 5.5).
Eligibility Criteria	In addition to the Specifications above, clause 2 of this Agreement lists out our Eligibility Criteria that you must meet in order to participate (and continue to participate) in our VPP Program. If you are unsure whether you will meet the Eligibility Criteria or your Battery system will be an Eligible Battery System, please consult with us prior to your participation in our VPP Program.
Ending this Agreement	We or you can end this Agreement for any reason with 30 days' notice during the VPP Services Term. Clause 10 sets out some reasons under which this Agreement may end (including where it may end sooner than the 30 days). If you have enrolled in: (a) the Upfront Discount Offer and this Agreement ends before the end of the applicable VPP Services Term, you will be required to pay us an Early Termination Fee (see **Part 1** of the **Details Schedule**); or (b) the BYOB Offer and this Agreement ends at any time, you will not be charged any early termination fees for exiting our VPP Program (see **Part 2** of the **Details Schedule**).
Australian Consumer Law	You have non-excludable rights under the Australian Consumer Law and other applicable legislation, including statutory consumer guarantees, if there are any issues with the services we supply to you. We will also comply with the Consumer Code in relation to this Agreement. Subject to the rights you have under the Consumer Law and the Consumer Code, clause 11 sets out some issues and impacts we will not be responsible for.
By signing this, you agree to the CovaU "Virtual Power Plant Services Agreement". A copy of the terms and conditions can be found here: https://covau.com.au/terms-conditions/	

1. Commencement of this Agreement

1.1 This Agreement commences on the applicable Commencement Date.

1.2 The VPP Services Term, which commences from the Commencement Date, is the period specified in the Agreement Details (unless the Agreement is terminated earlier in accordance with its terms).

1.3 Upon the expiry of the initial applicable VPP Services Term, if neither you nor we terminate this Agreement under clause 10.7 or a new Agreement is not entered into, your participation in the VPP Program will automatically continue on a month-to-month rolling basis.

2. Eligibility Criteria

2.1 You must meet all of the following Eligibility Criteria:

(a) your Supply Address is located in either **QLD, NSW, SA, TAS,** the **ACT** or **VIC**;

(b) you have an Electricity Supply Agreement with us, and you either own the electricity account with us or you are the authorised representative of this electricity account;

(c) your Battery (including inverter) is an Eligible Battery System;

(d) you have a maximum of one Battery at your Supply Address connected to our VPP Program (see also clause 6.2);

(e) your Battery meets the Specifications and passes the CovaU VPP Test;

(f) you own or occupy the Supply Address, or if you are not the owner of the Supply Address, you have obtained written consent or authority from the owner in relation to the entry into and performance of this Agreement, and you have otherwise obtained all necessary permits or approvals from any residents, owner's corporation or local authorities required to enter and perform this Agreement;

(g) you own or have the right to use the Battery in order to allow us to remotely control it for the purposes of the VPP Program, and you own or have the right to use the solar photovoltaic system to which the Battery is connected at the Supply Address;

(h) you are or other occupants residing, or intending to reside, at the Supply Address do not require life support equipment (as defined in the Regulatory Requirements) or otherwise rely on electricity for critical needs;

(i) your CovaU electricity account remains active with us for the duration of the VPP Services Term;

(j) you have a compliant Smart Meter installed at the Supply Address, or you agree to have one installed;

(k) you have a reliable and continuous internet connection at the Supply Address (Wi-Fi or hard-wired ethernet connection) or you allow the Battery to use an integrated cellular connection if available. At all times, the Battery's control system must be able to communicate with our VPP Platform in real-time;

(l) you are able to provide the necessary network access (e.g. Wi-Fi credentials) to enable the connectivity;

(m) your Battery is not simultaneously participating in another virtual power plant program with another VPP service provider (and, if it is, you will need to exit that other program before participating in our VPP Program);

(n) your Battery must be installed and maintained according to manufacturer instructions, comply with all Regulatory Requirements and is properly functioning. If the installation is new, it must be performed by a licensed electrician/installer accredited for battery installations;

(o) you have a Grid Connection Agreement with your Distributor in relation to the Supply Address, the Battery and the solar photovoltaic system, and you are not in breach or will not be in breach of the Grid Connection Agreement as a result of entering into this Agreement; and

(p) you must meet any additional criteria specific to the Offer that we, acting reasonably, notify you of from time to time.

2.2 You warrant that you meet the Eligibility Criteria (except for clause 2.1(e)) and you are responsible for meeting the Eligibility Criteria (to our reasonable satisfaction) at all times during the applicable VPP Services Term. You must promptly inform us if any of these circumstances change. We reserve the right to decline, suspend or terminate your participation in our VPP Program if any Eligibility Criteria are not met or, during the VPP Services Term, cease to be met to our reasonable satisfaction.

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3. Your inquiries into the impacts of our VPP Program

3.1 By entering into this Agreement and participating in our VPP Program, you acknowledge that the VPP Program may impact:

(a) your Product Warranty, including both system warranty and installation warranty;

(b) your Grid Connection Agreement;

(c) any retail electricity sale/supply contract you are a party to; and

(d) any Feed-in Tariff you currently receive.

3.2 You acknowledge that you are responsible for making independent enquiries into how our VPP Program may impact the above, and you agree that we are not responsible for any loss, damage or liability you may suffer as a result of any impact our VPP Program may have in respect of any of the above.

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4. Program participation options and Incentives

VPP Program participant options

4.1 There are two enrolment options for participating in our VPP Program which each have their own Incentive structure. These are:

(a) (**Upfront Discount Offer**) if you purchase a new Eligible Battery System via CovaU's Solar Partner, an Upfront Discount will be applied by CovaU's Solar Partner to that purchase in exchange for committing to our VPP Program for the relevant VPP Services Term; or

(b) (**BYOB Offer**) if you already have an Eligible Battery System (or you obtain one independently without any Upfront Discount), you can participate in the BYOB Offer on a month-to-month VPP Services Term basis.

4.2 The specific details of the Upfront Discount Offer and the BYOB Offer are set out in further detail in **Part 1** and **Part 2** of the **Details Schedule** (as applicable). You may only participate in **Part 1** or **Part 2** at any given time (and not both).

Our VPP Program Incentives

4.3 We will provide you with Incentives under our VPP Program, which:

(a) will be applied to your CovaU electricity account;

(b) in respect of Ongoing VPP Credits, will appear on the electricity bill that we create for you following the completion of your billing cycle in which the energy Discharged during a VPP Event occurs;

(c) will reduce the amount you owe (or increase your balance if you are in credit);

(d) may be subject to GST and, because they reduce your bill, generally do not count as taxable income (but consult your tax advisor if you have questions); and

(e) will be the only amounts payable to you as the incentive for participating in our VPP Program.

4.4 The Ongoing VPP Credits and all other credits, of any kind, are not transferable or redeemable as cash. We will maintain records of Discharge and Incentives given and you may also track VPP Event participation and Incentives via any provided app or account portal.

Changes to Incentives

4.5 You acknowledge and agree that:

(a) the specific Incentive amounts are current as of the effective date of this Agreement; and

(b) we reserve the right to adjust Incentive values for new participants or future VPP Program phases (see clause 9 for further details of why there might be changes).

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5. VPP operation and remote Battery control

5.1 By joining our VPP Program, you expressly authorise us to remotely access and control your Battery at any time during the VPP Services Term for the purposes of the VPP in accordance with this clause 5.

Our Charge and Discharge rights

5.2 You agree that we and/or our contracted VPP Platform provider may Charge or Discharge part or all of your Battery at any time as needed to support the VPP objectives (provided we do not arbitrarily cycle your Battery constantly), which may include:

(a) during a VPP Event, sending a control signal to your Battery to Discharge in order to help supply energy at times of peak demand or national electricity grid instability; or

(b) occasionally instructing your Battery to Charge if needed to ensure sufficient energy is available for a forthcoming VPP Event or to absorb excess renewable generation.

Event frequency and timing

5.3 You acknowledge that there is no fixed schedule for VPP Events, which are triggered by external factors, including:

(a) electricity market conditions;

(b) forecasts of peak demand (e.g. hot summer evenings or shortfalls of generation); or

(c) requests from the grid operator.

5.4 Our systems will forecast and decide when to Charge or Discharge your Battery. You may receive a notification (via email or SMS) when a VPP Event is about to occur or is occurring. You do not need to take any action.

Reserve Battery Discharge Target

5.5 We will aim to keep the Reserve Battery Discharge Target available for your own backup power or personal or business energy use after any VPP Event. However, you acknowledge and agree that the Reserve Battery Discharge Target may vary depending on the circumstances, including:

(a) your Battery's charging level at the start of a VPP Event; or

(b) the amount of energy your home or business is currently consuming.

5.6 We will never purposefully Discharge to absolute zero and, at minimum, the Battery's own internal protections (Battery management system) will maintain an appropriate buffer to prevent damage.

5.7 If there is a grid outage (blackout) in your area, we will not Discharge energy from your Battery to the grid during that outage and your Battery (if configured for backup power) should operate to power your Supply Address as designed (with the VPP in most cases disabled in an outage to prioritise your critical needs and because Discharge is not possible during these times).

Charging from national electricity grid

5.8 You acknowledge that the VPP may, from time to time, Charge your Battery from the national electricity grid (not just from your solar), including where there is excess renewable energy in the national electricity grid and a future VPP Event is forecasted.

5.9 Where this occurs, we will endeavour to:

(a) Charge your Battery at times that are cost-efficient and beneficial (i.e. this may have the effect of reducing your overall bill since we could charge at off-peak rates or times when you have surplus solar photovoltaic system); and

(b) not Charge your Battery from the national electricity grid in a way that creates significant cost to you without providing offsetting credits or benefits.

No customer control during VPP Events

5.10 You acknowledge and agree that when a VPP Event occurs:

(a) the control of the Battery is managed automatically by our VPP Platform, you are not required to perform any action during a VPP Event and our control may mean there is less capacity available for your household or business usage; and

(b) you must not deliberately interfere with or override the automated Charge or Discharge during a VPP Event (such as manually changing settings or turning off the Battery/inverter to prevent Discharge) unless in the event of an emergency or for reasons of personal safety or risk of property damage.

5.11 Outside of VPP Events, you retain full control of your Battery's operation for your own usage preferences and you may use the Battery as you normally would.

Coordination with your usage

5.12 During VPP Events, we will use reasonable endeavours to minimise any adverse impacts on your energy needs. For example, where you are consuming a lot of power at the time of a VPP Event, our control algorithm will seek to reduce how much stored energy we draw from your Battery.

5.13 Our goal is primarily to Discharge surplus stored energy that you do not imminently need to support the national electricity grid while still meeting your home or business consumption needs. You acknowledge that once a VPP Event is over, if your Battery's Charge has been lowered, you may need to draw from the national electricity grid sooner than you otherwise would have. The Ongoing VPP Credits you earn are intended to compensate you for this.

Third-party platform

5.14 We may use a third-party technology provider or aggregator to manage the VPP Discharge (such as a cloud-based control system that sends signals to various battery brands). By participating in our VPP Program, you agree that such third-party may send commands to your Battery on our behalf. All such providers will be subject to appropriate agreements with us to maintain control security and Data privacy.

Grid emergencies

5.15 In rare situations, the VPP may be called upon during grid emergency conditions, such as a severe energy supply shortages or frequency drops. If such an event occurs, you acknowledge that it may not be a pre-planned Discharge but an automatic response, and your Battery could respond rapidly to inject power to prevent blackouts, which are usually of short duration.

5.16 The Reserve Battery Discharge Target still applies unless overriding emergency directives from grid authorities require full Discharge, and it is absolutely necessary for grid security, as mandated by AEMO or to protect life or property. In the event this situation occurs, we will inform you as soon as possible and discuss any impacts or compensation as appropriate

Hardware and warranty considerations

5.17 The remote control signals will only operate your Battery within its normal operating range as defined by the manufacturer and we will not intentionally push your Battery system beyond its rated limits.

5.18 Participating in our VPP Program should not void your manufacturer's warranty. However, you acknowledge that:

(a) we are not your Battery manufacturer or installer (we only access and control your Battery with your permission under this Agreement for the purposes of the VPP);

(b) we do not provide any additional warranty on the Battery beyond what you have; and

(c) additional cycling from VPP Events can contribute to wear and tear on the Battery and you accept that trade-off in exchange for Incentives.

6. System requirements and your equipment

6.1 During the VPP Services Term, you agree that, to ensure the proper functioning of the VPP, your Battery must satisfy the technical requirements set out in this clause 6.

6.2 You acknowledge that:

(a) we will not allow your participation in our VPP Program if there is an existing Battery at the Supply Address that is already connected to our VPP Program;

(b) any other Battery installed at the Supply Address (but not connected to our VPP Program) may be impacted by our Discharge of your Eligible Battery System under this Agreement;

(c) while we will use all reasonable endeavours to confine your participation in the VPP Program to the Battery, we cannot guarantee that your participation will never cause another battery at the Supply address to Charge or Discharge; and

(d) if you are enrolled in the Upfront Discount Offer, the Battery may only be compatible with our VPP Platform and we cannot guarantee that your Battery will connect to another VPP service providers VPP program or platforms after this Agreement ends.

Hardware and software

6.3 You are responsible for all hardware, internet enabled devices, internet connection, systems and software required to participate in our VPP Program. Such hardware and software must be approved by us for your VPP integration. You agree to cooperate with us and your manufacturer if a software upgrade to your Battery is required for continued participation in our VPP Program.

Communication capability

6.4 At all times, your Battery must be able to communicate its status (such as state of Charge or power output) and receive control signals from us in real-time. This will require you to:

(a) connect the Battery's management system to your internet; or

(b) have a cellular modem (if provided by the battery manufacturer or us) enabled and maintained as an active communication link at all times.

6.5 Without a stable communication channel, the VPP Discharge may not function and you may not receive Incentives from us.

Energy management settings

6.6 You may be required to adjust certain settings on your Battery or grant us (or our technology partner) permission to adjust them. For example, your Battery's backup reserve or minimum state-of-charge setting may require configuration to ensure the VPP can Discharge the Battery as needed for the purposes of the VPP.

6.7 You agree not to deliberately override or alter any agreed settings in a way that would prevent VPP operation (except in an emergency or with our prior consent).

Monitoring device (if applicable)

6.8 In some cases, we or our partners may provide or install a separate control or monitoring device at your Supply Address. We will inform you of this and schedule a time for installation.

6.9 Unless otherwise stated, any such device remains our property (or our contractor's property) and is to be used only for our VPP Program. If required, you must provide reasonable access for the purposes of the installation and a suitable location for its installation.

Maintenance and repairs

6.10 Your Battery should be maintained in good working order and you must use reasonable endeavours to ensure the Battery is fully operational for the VPP Services Term. You should follow your manufacturer's recommended maintenance program and promptly address, rectify or repair any faults, defects or alerts (whether communicated by your system or by us).

6.11 If your Battery is not functioning properly or safely, it may be temporarily removed from the VPP until it is repaired, and our Incentives may be paused. If we identify an issue (through remote diagnostics) that could impair the VPP or pose a safety or property damage risk, we will notify you as soon as possible. You may be required to have the Battery inspected or repaired before resuming participation in our VPP Program.

6.12 By meeting and maintaining the system requirements listed in clause 6.2 to 6.11, you help ensure the VPP operates smoothly for both you and the broader network. We may remotely disconnect or disable VPP control of your Battery if the system requirements are not met or if we detect issues that make continued operation unsafe or impractical. We will endeavour to notify you of any such issue as soon as reasonably practicable and work with you to resolve it so that you can continue in our VPP Program.

7. Your continuing obligations and responsibilities

Your internet and communication link

7.1 At all times during the VPP Services Term, you must:

(a) maintain the internet or communication link to your Battery at all times, which is required for you to receive Incentives from us; and

(b) if you change your Wi-Fi network name or password, internet service provider or otherwise suspect the Battery is offline or its internet connectivity is disconnected, promptly reconnect the Battery or otherwise inform us as soon as possible if you need assistance to do so.

7.2 We are not responsible for any Incentives you do not receive as a result of your Battery being offline or disconnected for any period of time because of your internet network issues.

The maintenance of your Battery

7.3 You must use and maintain the Battery in accordance with manufacturer guidelines and any instructions provided by the installer and you must not, and must not allow any other person to, control, move or remove, intentionally damage, tamper with, modify, displace or disable or alter any part of the Battery or associated control devices unless otherwise notified and authorised by us in writing (so that we can assess your continued eligibility).

Electrical safety and access

7.4 You must ensure that the Battery and its associated electrical installations (wiring, switches, etc.) remain safe at all times, and you must not modify the Battery or related electrical installation or wiring in any way that could create a safety hazard or violate any electrical standards. Any expansions or upgrades (for example, adding more battery capacity or solar photovoltaic panels) should be done by accredited installers and you should inform us, as it may affect your ability to meet the Eligibility Criteria or may require re-commissioning for VPP control.

7.5 If any safety issue arises, you must take appropriate action and you must promptly inform us if any issue could affect our VPP operations.

7.6 If we need to inspect your Battery or service any control device that we have provided, you agree to permit access to your Supply Address by our technician upon reasonable notice and at a mutually agreed time (unless the issues relate to safety or urgent national electricity grid needs, in which case we may request prompt access).

Grid Connection Agreement and national electricity grid connection

7.7 You acknowledge, agree and confirm that:

(a) you must immediately notify us if your Grid Connection Agreement (or approval with the Distributor) is amended or terminated;

(b) the Battery must remain connected to the national electricity grid and be compliant with your Distributor's requirements for Discharge;

(c) your Battery's Discharge to the national electricity grid (as part of VPP Events) is permitted under your Grid Connection Agreement or approval with the Distributor; and

(d) if any special permissions from your Distributor are needed for the VPP operations, you will cooperate in obtaining them (we will assist as needed).

Monitoring and notifications

7.8 We recommend that you monitor your Battery's performance either via the manufacturer's app or any CovaU-provided app or portal. If you receive any notification from us (email, SMS, app alert) that action is required on your part or about upcoming VPP Events, you should review this. Usually, you will not need to respond, but occasionally we may ask you to, for example, confirm a setting or schedule a maintenance check.

Your energy usage changes

7.9 If you make significant changes to your energy usage at the Supply Address, please inform us. These changes may affect how the Battery interacts with the national electricity grid and may require an update to our VPP configurations or your eligibility. We may need to reassess your situation to ensure the VPP still operates correctly and Incentives remain appropriate.

Your requirement to remain with us as your retailer

7.10 You must remain our electricity customer while participating in our VPP Program. The VPP Program and Incentives is premised on you being billed by us.

7.11 If you intend to switch to another electricity retailer, you must first withdraw from the VPP Program (or you will be deemed to have withdrawn upon the transfer of your account away from us) and clause 10.4 will apply to you (which may trigger early termination payments depending on your Offer).

Reporting problems

7.12 If you suspect any problem with the VPP Program's operation, you are responsible for promptly notifying us so that we can investigate. We endeavour to ensure the system works fairly and will correct errors (including crediting any missed Incentives) once verified. However, we rely on you to communicate issues, since some problems (like a missed credit on a bill) might not be obvious to us without your feedback.

Compliance with Regulatory Requirements

7.13 You (and we) agree to use the Battery and participate in the VPP Program in compliance with all Regulatory Requirements, adhere to any directions from authorities that may be issued from time to time and not engage in fraud, misconduct or misuse of the system.

Honesty and cooperation

7.14 You represent and warrant that all information you provide to us regarding you meeting the Eligibility Criteria and having an Eligible Battery System is truthful and accurate, and you agree to provide any evidence we reasonably require to verify this from time to time.

7.15 You agree to cooperate with any reasonable requests from us or our partners in relation to the VPP Program, such as following any reasonable instructions we issue or responding to surveys or participating in any required measurement or verification activities if the VPP Program is part of a trial or study (provided we provide sufficient details to you of this, such that you may opt out of non-essential research activities).

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8. Data usage and privacy

Types of Data collected

8.1 By enrolling in our VPP Program, you agree that we and our authorised agents will collect, use and hold Data.

8.2 Data may be collected via direct communication with your Battery/inverter, via your Smart Meter, and from you directly.

8.3 We collect, hold, use and disclose Data for the primary purpose of operating the VPP and for the VPP Program, including to:

(a) calculate your Incentives;

(b) monitor and improve the VPP Program's performance; and/or

(c) use aggregated data (combined from many customers) to assess overall VPP impact and benefits or to plan future improvements.

Sharing of Data

8.4 You acknowledge and agree we may disclose your Data with third parties that are directly involved in administering the VPP Program. This may include:

(a) our VPP Platform provider or technology partner (who might host the control software), who will receive Data such as Battery status and may need your Supply Address or an identifier for site coordination;

(b) your Distributor, market operators or regulators (such as AEMO), provided that where any Personal Information is to be disclosed, it will only be disclosed in accordance with clause 8.6;

(c) installers or maintenance contractors where an issue is detected and a contractor requires relevant technical data to perform troubleshooting; or

(d) where the VPP is part of a government-supported initiative, relevant government agencies who require participation data for auditing or funding purposes pursuant to an agreement (which you will be informed of).

8.5 We will not sell your Personal Information to any third parties or, subject to clause 8.11, use it for marketing without your prior consent.

8.6 To the extent any Data contains Personal Information, it is collected and handled in accordance with the **CovaU Privacy Policy** (which is available on our website) and applicable Privacy Laws. If you have any concerns about your data, you should contact us (see clause 13).

Our Data security

8.7 We employ reasonable administrative, technical and physical security measures to protect the Data collected through the VPP Program. This includes encryption of communications to and from the Battery where possible, secure storage of Data and restricting access to personnel who need it for VPP Program duties.

8.8 We will promptly inform you if we become aware of any unauthorised access to, or unauthorised disclosure of, your Personal Information, as required by law.

Your access to Data

8.9 You may request access to the Data specific to your participation in our VPP Program, such as historical event Data, total kWh Discharged and Incentives earned. Much of this Data accessible through your app or monthly statements. We will provide such information to you within a reasonable timeframe, except to the extent we are legally allowed to decline, for example, if it involves other participants' Data or Personal Information, or proprietary analytics.

Our retention of Data

8.10 If you leave the VPP Program, we may continue to store your Data for a period required for legal, regulatory or operational purposes, including to finalise billing and to retain records for any disputes. After such time, Personal Information that is no longer needed will be securely destroyed or de-identified as required by applicable Privacy Laws, and any aggregated Data without personal identifiers may be kept for analytics.

Our communications with you

8.11 By enrolling in the VPP Program, you consent to us contacting you about the VPP Program, which may include automated communications, such as sending emails or SMS notifications about upcoming VPP Events, our access and control of your Battery, changes to the VPP Program or tips to maximise your benefits. If you do not wish to receive non-critical communications (general VPP Program newsletters or marketing of related products), you can opt out by notifying us or following the instructions to unsubscribe on the relevant communication. Even if you opt-out of these communications we will continue to issue essential service notices to you (such as in respect of VPP Event or safety notices).

Third-party services

8.12 If you use any third-party apps or services in connection with your Battery (such as a battery manufacturer's app or a home automation system that also monitors your energy), you acknowledge that those services are outside of our control and are not subject to our Privacy Policy. These third party apps and services providers may be subject to their own privacy terms. The integration between the VPP Program and your Battery may pass through such third party platforms service providers.

8.13 We recommend reviewing the privacy terms of your Battery manufacturer or any third-party whose app you use to understand how they handle your Personal Information.

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9. Changes to the VPP Program or this Agreement

Amendments to this Agreement

9.1 By written notice to you (which will be provided by email, letter or a prominent message on your next bill or our website/app), we may immediately amend or update the terms of this Agreement from time to time:

(a) as necessary to accommodate any change in any Regulatory Requirements (subject to us giving you any prescribed notice of any such change if such notice period is required by the change in Regulatory Requirements (or directive from a regulator));

(b) to increase benefits or make this Agreement more favourable to you;

(c) to adjust, acting reasonably in the circumstances, the Feed-in Tariff and rates set out in **Part 3** of the **Details Schedule** with respect to Ongoing VPP Credits;

(d) to make a change that you have requested or expressly consented to;

(e) to make reasonable adjustments to the Incentive structure for future VPP Events, including where this is due to a change in the Regulatory Requirements that has increased the costs associated with our VPP Program after the Commencement Date (provided we do not retroactively change credits for past VPP Events); or

(f) to make an administrative or typographical change or to update operational aspects of the VPP Program that do not negatively affect your rights or obligations.

9.2 We may also request to amend this Agreement by written notice to you in circumstances other than those set out in clause 9.1(a) to 9.1(f). Upon this written notice, you can either:

(a) accept the proposed amendment and this Agreement will continue with the amendment; or

(b) decide not to accept the amendment and terminate this Agreement in accordance with clause 10.1 without any early termination payment being payable.

Document versioning

9.3 Where we have amended or updated the terms of this Agreement under clause 9.1, the latest version of this Agreement will be made available on our website (and can be mailed or emailed to you on request). We will indicate the effective date of the current Agreement at the top of the document.

Continued participation

9.4 Changes will automatically apply on the stated effective date. You will not be required to re-sign an agreement and your acceptance of Incentives after that date will be taken to indicate your continued participation in our VPP Program.

9.5 If you do not agree to the changes and you do not terminate this Agreement, then to the extent permitted by law, the updated Agreement terms will still bind you given that we provided you with notice under clause 9.1.

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10. Ending this Agreement

Your right to terminate this Agreement

10.1 In addition to any other rights you have at law, you may terminate this Agreement at any time by giving at least 30 days' notice to us, in writing or verbally.

Our right to terminate or suspend this Agreement

10.2 We may terminate or suspend this Agreement by giving you at least 30 days' notice:

(a) if your Grid Connection Agreement is terminated;

(b) during the VPP Services Term, if we determine, acting reasonably, the entire VPP Program is no longer viable or is being replaced (and if the VPP Program is being replaced, we will invite you to join our new program);

(c) we determine that you no longer meet any of the Eligibility Criteria; or

(d) for convenience.

10.3 We may also terminate or suspend this Agreement immediately by notice to you if:

(a) we become aware that you have removed or decommissioned your Battery from the Supply Address (or it becomes permanently inoperable), and you have not communicated with us in respect of this replacement and your continued participation in the VPP Program; or

(b) you have sold, leased, sub-leased, licensed, transferred or assigned the Battery or Supply Address to which the VPP Program applies and have not complied with your obligations under clause 12.1.

10.4 We may also terminate this Agreement by notice to you if you switch, with or without notice to us, your electricity account to another electricity retailer and cease being our customer, with such termination to be effective on the date your new retailer takes over your electricity supply (and we will endeavour to remove your Battery from our VPP as soon as reasonably practicable upon us becoming aware of your switch).

Termination or suspension for breach of this Agreement

10.5 Either party may also terminate (or we may suspend) this Agreement and your participation in the VPP Program by giving the other party (or you in the case of a suspension by us) at least 30 days' notice if the other party commits a material breach of this Agreement and that breach:

(a) is not capable of remedy, primarily because it relates to a fraudulent or grossly negligent acts, wilful misconduct, misrepresentations or other unethical conduct in relation to this Agreement or the VPP Program by you or us; or

(b) is capable of remedy but is not remedied within a reasonable period of not less than 30 days from the date of a written notice requesting the party in breach to remedy the breach.

10.6 Material breaches include (but are not limited to):

(a) Where we fail to provide agreed Incentives or commit a serious breach of our obligations under clause 8;

(b) your Battery is not connected to, or you fail to ensure your Battery is at all times connected to, the internet or properly functioning (or has been tampered with, including tampering that affects safety or illegal usage), and you do not rectify the connectivity or functionality after being made aware of this issue by us;

(c) a breach of any of your obligations under clause 5 or 6;

(d) repeatedly refusing to allow VPP Events without reasonable justification;

(e) a breach by us of our obligations under clause 5; or

(f) your Battery is consistently not communicating (i.e. offline, not connected to the internet or not responding to Discharge) and we have made reasonable attempts to contact you to troubleshoot the issue.

Deemed termination

10.7 This Agreement will be deemed to have terminated on the date that your Electricity Supply Agreement is terminated. We will use our best endeavours to notify you of the deemed termination of this Agreement as soon as reasonably practicable after we become aware that your Electricity Supply Agreement has terminated.

Termination or continuance of the VPP Services Term

10.8 This Agreement will end at the end of the relevant VPP Services Term if either party provides written notice of its intention to terminate this Agreement at least 30 days prior to the end of the term.

Effect of termination

10.9 If this Agreement is terminated:

(a) by us because you no longer meet our Eligibility Criteria;

(b) by either party because of the other party's breach under clause 10.5;

(c) by us because of an event described in clause 10.2(a), 10.3 or 10.4;

(d) by either party at the end of the VPP Services Term;

(e) in accordance with clause 10.7;

(f) by you for convenience; or

(g) by us for any other reason not mentioned in this clause 10.9,

then we will calculate and apply the Ongoing VPP Credits that have accrued up until the date of termination (on a pro rata basis) and we may apply any early termination fee that is payable (if any) to your final bill.

10.10 If our calculation in clause 10.9 determines that we owe you money, the amount we owe you will be offset on your next electricity bill (and not via a refund or separate payment). For the avoidance of doubt, this amount cannot be used to offset any early termination fee payable by you.

10.11 When your participation is terminated (whether by you or us):

(a) we will cease all remote control of your Battery and will send a final direction or any take necessary steps to disconnect our VPP Platform from your system, and you may need to revoke any permissions in your Battery's app that allowed our access and control;

(b) any of our provided control devices, if easily removable and if owned by us, may be retrieved by us; and

(c) this will not automatically terminate your Electricity Supply Agreement with us and you will continue as a regular customer (unless you have separately requested to close that account or switch electricity providers) and we may migrate you to a different plan that does not include any Incentives.

10.12 The termination of this Agreement will not affect any:

(a) accrued rights or remedies that we or you may have under this Agreement; or

(b) rights or obligations stated to survive termination, or by their nature are intended to survive termination.

Transfer of participation

10.13 The VPP Program participation is not automatically transferable to another person or address and, if you sell your house or business with the Battery included, the new owner will not automatically become a VPP Program participant. Such person will need to contact us and enrol in the VPP Program.

10.14 If you move to a new address with a Battery, you will need to reapply for that location. If you have a fixed-term commitment and you move, contact us and we may, in our sole discretion and to the extent possible, allow you to transfer the remainder of your commitment to the new occupant or to your new address.

11. Liability, warranties and disclaimers

Your consumer law rights

11.1 Despite anything to the contrary in this Agreement, to the extent you receive services from us as a consumer within the meaning of the Australian Consumer Law, nothing in this Agreement is intended to exclude, restrict or modify any non-excludable guarantees, implied warranties, imposition of any liability or the exercise of rights or remedies you have under the

Australian Consumer Law or other applicable legislation (including in respect of statutory consumer guarantees such as the services we provide being fit for the purpose disclosed). To the extent we are allowed to limit a remedy for breach of a statutory consumer guarantee, we will do so.

No guaranteed savings

11.2 While the VPP Program is designed to provide financial incentives and potential savings on your electricity bills, we do not guarantee that you will achieve any specific level of savings or other monetary benefit by participating. The actual benefit depends on factors, such as how often VPP Events occur, your energy usage patterns and your Feed-in Tariffs. Any estimates provided in this Agreement or otherwise are indicative only.

Battery performance and life

11.3 Battery lifespan and performance are affected by many factors, including usage patterns, environmental conditions and the Battery's chemistry. You acknowledge that our use of your Battery as part of the VPP Program (which involves additional Charge and Discharge cycles) may contribute to battery degradation over time.

11.4 We make no representation or warranty as to the effect of the VPP Program on your Battery's health and cannot eliminate all impacts. To the fullest extent permitted by law, you agree that we are not liable for any reduction in your Battery's performance or longevity attributable to normal VPP usage (unless we unreasonably operate your Battery outside of normal parameters).

Our liability for blackout outcomes

11.5 You acknowledge and agree that:

(a) participating in the VPP Program means your Battery may not always have a full Charge and in a blackout you may have less backup power available; and

(b) we are not liable for any loss, damage, harm, cost, expense, claim or inconvenience arising from your Battery being partially or fully Discharged prior to or during a power outage due to any VPP Events and you accept this risk and you should accordingly plan for your critical needs.

Exclusion of liability for indirect losses

11.6 To the maximum extent permitted by law and despite any other clause in this Agreement, you and we are not liable for any indirect, incidental, consequential or special damages arising out of or related to the VPP Program or this Agreement, including, but not limited to, loss of contract, loss of profit or revenue or loss of opportunity.

Our limitation of liability

11.7 Subject to your rights under the Australian Consumer Law, to the extent permitted by law, any direct damage, loss, harm, cost, expense (including legal fees) or third party claims that you incur or suffer and that we are liable for will be limited, at maximum (and in the aggregate for all claims), to the greater of:

(a) the total amount of Ongoing VPP Credits you received in the past 12 months; or

(b) AUD $500.00.

11.8 This limitation of liability does not apply to personal injury or property damage that is directly caused by our negligence, fraud or wilful misconduct to the extent such liability cannot be limited under law.

No warranty on energy supply or equipment

11.9 The VPP Program must not be interpreted as a warranty or guarantee of uninterrupted energy supply or any particular power quality. Your electricity supply remains subject to outages and network issues unrelated to the VPP Program. While being in a VPP can help grid stability, it is not a backup service guarantee.

11.10 We do not provide any warranty on the Battery hardware (or software) by virtue of this VPP Program, and we have no responsibility for any operational faults or defects experienced by your Battery. While we agree to use reasonable care and skill in operating the VPP, we operate your Battery on the expectation that it is in good working order. Any hardware issues are between you and the manufacturer/installer pursuant to your purchase and installation agreement or warranty and you must promptly contact them if an operational issue arises.

Events outside of our control

11.11 If an event outside of ours or your 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 an obligation to pay money).

11.12 The party affected by the Force Majeure Event must use its best endeavours to:

(a) give the other party prompt notice of, and full details about, the Force Majeure Event (unless the Force Majeure Event is widespread, provided we make information and details available on a customer-wide basis, such as through our website or via SMS);

(b) minimise, overcome or remove the Force Majeure Event and resume normal operations as soon as practicable.

11.13 The party affected by the Force Majeure Event must advise the other party about:

(a) the likely duration of the event;

(b) the obligations affected by that event;

(c) the extent to which those obligations will be affected; and

(d) the steps taken that will be taken to minimise, overcome or remove those affects.

Representations

11.14 You represent that you have the necessary authority and capacity to enter into this Agreement. We represent that we are a duly authorised electricity retailer and have the necessary licenses to conduct this VPP activity. Other than what is expressly stated in this Agreement, neither party has made further representations or warranties.

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12. Miscellaneous

Assignment

12.1 You must not assign or transfer your rights or obligations under this Agreement to any person without our prior written consent (except to the extent an assignment or transfer

occurs by operation of the law, such as to your estate in the event of death). If the Battery or Supply Address is sold, leased, sublet, licenced, transferred or assigned to any other person:

(a) you must notify the relevant person regarding consents in this Agreement and obtain their consent;

(b) you must notify us immediately; and

(c) we may provide our consent on reasonable terms and conditions, including requiring the relevant person to enter into an agreement on similar terms as this Agreement, which you agree you will assist in procuring.

12.2 We may assign or novate this Agreement (for example, if our VPP Program is taken over by an affiliate company or if we sell our business) by providing you with notice of such assignment or novation. Any such assignment or novation will not materially affect your rights.

Governing law

12.3 This Agreement and the VPP Program are governed by the laws in force in New South Wales (regardless of the state or territory in which your Supply Address is). The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Entire Agreement

12.4 This Agreement, together with your Welcome Letter (and any documents incorporated by reference, such as CovaU's Privacy Policy and your Electricity Supply Agreement), constitute the entire agreement between you and us regarding our VPP Program, and supersedes any prior understandings or communications on the subject. In the event of inconsistency between this Agreement and any marketing materials or FAQs, this Agreement prevails (unless we have explicitly stated otherwise in writing).

No waiver

12.5 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 (and if either party fails to enforce any right or provision of these Agreement, it does not mean that right or provision has been waived).

Severability and Regulatory Requirements

12.6 If any part of this Agreement is or becomes illegal, void or invalid, this does not invalidate the rest of the Agreement, which will remain in full force and effect. We will use our best endeavours to amend the invalid provision in a lawful way that achieves its original intent as closely as possible.

12.7 If any matter required to be dealt with by a Regulatory Requirement is not, or is only partly expressed in this Agreement, or 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.

No third party rights

12.8 This Agreement is between you and us. No other person or entity (such as the Distributor or any third party VPP Platform providers) have any rights under this Agreement (except permitted assignees or as required by law) or liability to you under this Agreement, including

any right to enforce this Agreement or make a claim under it. Any issues in the network (such as constraints or curtailments) are governed by your Grid Connection Agreement.

Relationship of the parties

12.9 Participation in the VPP Program does not create any partnership, joint venture or employment relationship between you and us. You are a customer receiving a service.

Notices

12.10 Except where otherwise specified in this Agreement or as required under Regulatory Requirements, any formal notice under this Agreement may be in person, in writing or by telephone. We will use your email or mailing address on file for notices. You should send notices to us via the contact information set out in clause 13 (as updated from time to time).

12.11 Notices are deemed to be received:

(a) if by email, on the day of sending (unless a bounce or error, or sent after 5pm, then the next business day);

(b) if by mail, 3 business days after posting.

12.12 For termination, we prefer you use the official channels described, but any written notice that clearly expresses intent to terminate will suffice.

Complaints and dispute resolution

12.13 If you have a complaint regarding our VPP Program or this Agreement, please contact us via our clause 13 contact information and we will follow our standard complaints handling procedure (outlined on our website and as per Regulatory Requirements).

12.14 We aim to resolve issues amicably. If a dispute arises that we cannot resolve, you may have recourse to the energy ombudsman in your state or territory (since your VPP Program participation is related to your energy service). We will cooperate with any dispute resolution body. Nothing in this Agreement removes or diminishes your rights to seek independent advice or to pursue legal remedies.

Tax

12.15 Subject to clauses 12.16 to 12.22 (inclusive), you are solely liable for payment of all taxes (including but not limited to income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any other taxes) which may be imposed on or in relation to the VPP Program, or the payments made to us under this Agreement.

GST

12.16 Any term used in these clauses 12.16 to 12.18 (inclusive) which has a defined meaning in the GST Act has the same meaning under this Agreement, unless the context makes it clear that a different meaning is intended.

12.17 All amounts stated in this Agreement are GST exclusive unless otherwise indicated (referred to in clauses 12.17 and 12.18 (inclusive) as **GST Exclusive Consideration**).

12.18 To the extent that GST is payable in respect of any supply made by a party to this Agreement (**Supplier**) under or in connection with this Agreement, the consideration to be provided under this Agreement for that supply (unless it is expressly stated to include GST) is increased by

an amount that is equal to the GST Exclusive Consideration (or its GST exclusive market value, if applicable) multiplied by the rate at which GST is imposed in respect of the supply.

12.19 The recipient must pay the additional amount payable under clause 12.18 to the Supplier at the same time that the GST Exclusive Consideration is otherwise required to be provided.

12.20 A Tax Invoice must be issued in respect of any supplies made under this Agreement.

12.21 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Agreement, the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 12.18, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

12.22 If a party under this Agreement is entitled to be reimbursed for a loss, cost, expense or outgoing incurred in connection with this Agreement, then the amount of the reimbursement payment must first be reduced by an amount equal to any input tax credit to which that party is being reimbursed (or its representative member) is entitled in relation to that Loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 12.18.

13. Contact Information

13.1 If you have any questions, concerns or need to get in touch with us regarding the VPP Program (including to provide notices, opt out or to report issues), please use the following contact details:

Phone	**Customer Support: 1300 689 866** (within **Australia**)	Call this number to speak with one of our representatives. Our customer service team can assist with VPP Program inquiries or route you to a specialist. Our operating hours are typically business hours on weekdays. Please check our website for the most up-to-date hours.
Email	support@covau.com.au.	You may email us at any time. Please include your name, account number and a clear description of your inquiry or request (for example, “VPP Program Termination Request” in the subject line if you wish to leave the VPP Program). We strive to respond to emails within 1 to 2 business days. If you do not receive an acknowledgment, please call us to ensure we got your message.
Postal Address	CovaU Energy – VPP Program, Level 29, 225 George Street, Sydney NSW 2000, Australia.	You can send written correspondence to this address. This may be useful if you need to send any formal documents or if email is not convenient. Please attention it to “VPP Program” for proper routing.

Website	Visit www.covau.com.au for general information.	Updates about the VPP Program (e.g. terms changes, eligible hardware lists, FAQs) may be posted on our site. The "Contact Us" page also contains the latest contact info and an online inquiry form. Additionally, if we provide an account portal or mobile app, you might find a clause there specific to the VPP Program where you can view details or contact us.
If you are leaving the VPP Program		In particular, if you decide to exit our VPP Program, you can contact us by phone or email as above. We recommend email for a clear record. Our general support email is acceptable unless we later provide a dedicated VPP Program address. We will process your termination request in accordance with clause 10 and confirm with your once completed.
Emergencies		Note that for any urgent issues like safety hazards, fire, or electric shock relating to your Battery, you should contact emergency services (Dial 000) and/or your Distributor's emergency line, not us first. For grid outages or faults, contact your Distributor (as listed on your bill). You can inform us after the fact for any VPP Program-related follow-up.

13.2 We are here to help and ensure your experience with the VPP Program is positive. Do not hesitate to reach out to us with questions about how the VPP Program works, to update your details or to provide us with feedback. Your participation is valuable in making this innovative energy solution a success.

14. Definitions

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

AEMO means the Australian Energy Market Operator.

Agreement means this Agreement, including its Schedules.

Agreement Details means the information set out in the table at the front of this Agreement.

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.

Battery means a battery energy storage system installed at the Supply Address.

BYOB Offer has the meaning given to it in the Agreement Details.

Charge means the drawing of electricity into the Battery, either from a solar photovoltaic system or from the national electricity grid.

Commencement Date has the meaning given to it in the Agreement Details.

Consumer Code means the New Energy Tech Consumer Code administered by the Clean Energy Council, as amended from time to time and subject to any exemptions approved or published by the Clean Energy Council.

CovaU Solar Partner means our solar retail partner who we have referred you to for the purposes of enrolling in the Upfront Discount Offer and obtaining the applicable Incentives.

CovaU VPP Test means the test we conduct to ensure that the battery is successfully connected to our VPP Platform.

Data means any data relating to your Battery's operational status (i.e. state of Charge or Discharge), solar photovoltaic system output, electricity usage and Discharge amounts at your Supply Address, VPP Event participation details and any other data that may be transmitted to us in connection with the VPP Program, including records of your Incentives and relevant account information, your contact details and usage data from your Battery or solar system.

Discharge means the exporting of electricity to the Supply Address or the national electricity grid (and **Discharging** has a corresponding meaning).

Distributor means the local electricity distribution network provider for your Supply address (the company that operates the poles and wires).

Early Termination Fee has the meaning given to it in clause 1.5 of the **Part 1** of the **Details Schedule**.

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

Eligibility Criteria has the meaning given to it in the Agreement Details.

Eligible Battery System means a Battery (and its inverter/control hardware and software) that:

(a) is listed on the CovaU-approved equipment list (which is available on request and is published on our website, which may be updated by us from time to time);

(b) is a grid-connected battery storage system compatible with our VPP (see the Specifications in the Agreement Details) and capable of remote monitoring and control by us;

(c) meets all applicable Australian standards, including AS/NZS 4777 and AS/NZS 5139; and

(d) is installed by an accredited installer under Clean Energy Council guidelines; and

(e) satisfies the technical and safety requirements of our VPP Program under clause 6.

Feed-in Tariff (FiT) means any credit or payment you receive under your standard electricity plan for exporting solar-generated electricity to the grid, and for the avoidance of doubt, does not include any credits under the VPP Program.

Government Credits means all rights, values, benefits, credits, incentive payments and certificates of any kind which derive from your participation in the VPP Program under a clean energy, energy productivity or carbon reduction government or regulatory program.

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

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth).*

GST Exclusive Consideration has the meaning given in clause 12.17.

Incentives has the meaning given to it in the Agreement Details.

Offer has the meaning given to it in the Agreement Details.

Ongoing VPP Credit means the credit amount (inclusive of GST) applied to your CovaU electricity bill for energy Discharged during VPP Events and calculated in accordance with **Part 3** of the **Details Schedule**.

Personal Information means has the same meaning as under the *Privacy Act 1988* (Cth).

Privacy Laws means the *Privacy Act 1988* (Cth) and any other applicable law that regulates the handling of Personal Information.

Product Warranty means the warranty that was provided by the manufacturer and/or supplier of your Battery 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 Program at the Supply Address.

Reserve Battery Discharge Target has the meaning given to it in the Agreement Details.

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

Supplier has the meaning given in clause 12.18.

Supply Address means the property or address where your Battery is installed and electrically connected to the grid under your CovaU account.

Tax Invoice has the same meaning as “tax invoice” under the GST Act.

Upfront Discount Offer has the meaning given to it in the Agreement Details.

VPP Platform means our “VPP Platform” system which will communicate with, access and control your Eligible Battery System during VPP Events, as may be updated from time to time by us.

VPP Program means the CovaU VPP Battery Program described in this Agreement, under which we remotely coordinate participating Batteries to Discharge energy to the grid during VPP Events in exchange for customer Incentives.

Virtual Power Plant (VPP) means our virtual network of distributed energy resources aggregated and centrally controlled and coordinated to operate together as a single power plant to support the national electricity grid.

VPP Event means a period of time when we remotely access and control your Battery to Discharge electricity for the purposes of the VPP, including (but not limited to) during peak demand and high price periods or other grid support times as determined by our VPP Platform where electricity prices are high.

VPP Services Term has the meaning given to it in the Agreement Details.

Welcome Letter has the meaning given to it in the Agreement Details.

Unless the context requires otherwise, words in the singular include the plural and vice versa.

Details Schedule

Part 1 – Upfront Discount Offer

Introduction

1.1 This **Part 1** of the **Details Schedule** will apply where we are providing you with the "**Upfront Discount Offer**". You acknowledge and agree that:

(a) due to the benefits we are providing you under clause 4 and 5, this Agreement is intended to continue for the VPP Services Term, being the period of at least 3 years from the relevant Commencement Date, on the understanding that you intend to remain our customer for at least that duration; and

(b) terminating this Agreement before the end of the VPP Services Term may be subject to payment of the Early Termination Fee calculated under clause 1.5 of this **Part 1** of this **Details Schedule**.

Upfront Discount

1.2 In exchange for you entering this Agreement in respect of the Upfront Discount Offer:

(a) you must enter into a purchase agreement (including hardware warranty, etc.) with a CovaU Solar Partner (who we have referred you to) for the purchase of an Eligible Battery System;

(b) you will receive from the CovaU Solar Partner a discounted price, **which will be** applied to the total purchase price of the Eligible Battery System under the separate purchase agreement; and

(c) during the VPP Services Term, you will receive Ongoing VPP Credits in accordance with clause 1.6 and 1.7 of this **Part 1** of this **Details Schedule**.

1.3 You acknowledge and agree that:

(a) this Agreement covers only the operational aspects of the Eligible Battery System in the VPP Program and the conditions of the Upfront Discount; and

(b) all costs required to be paid to the CovaU Solar Partner in connection with the purchase and installation of the Battery under the separate agreement with the CovaU Solar Partner will be borne by you and that we do not make payment of the Upfront Discount to the CovaU Solar Partner; and

(c) if you are likely to move homes or businesses, or change your electricity provider, during the VPP Services Term, then the Upfront Discount Offer may not be suitable for you.

1.4 If there is any inconsistency between this Agreement and the separate Battery purchase agreement with the CovaU Solar Partner, the specific terms in that separate agreement regarding the VPP Program commitment and Upfront Discount may prevail. It is your responsibility to ensure you review any special conditions in the separate agreement, such as what happens if you need to relocate or if the Battery is faulty.

Early Termination Fee

1.5 If this Agreement is terminated under clause 10.1, 10.2(a) to 10.2(c), 10.3, 10.4 and, except where your Electricity Supply Agreement is terminated due to our fault or breach in

accordance with the terms of that agreement or for an event that is outside of your reasonable control in the circumstances, clause 10.7, or, where you are the party in breach, 10.5, before the expiry of the VPP Services Term, you will be required to pay an Early Termination Fee calculated in accordance with the following formula:

Early Termination Fee = *$2,000 (inclusive of GST) – ($2,000 x Days between the Commencement Date and the termination date / term length / 365)*

Ongoing VPP Credits

1.6 Under the Upfront Discount Offer, for each kilowatt-hour (kWh) of electricity Discharged from your Battery to the national electricity grid during a VPP Event, we will credit you an amount (inclusive of GST) on your CovaU electricity bill, calculated by reference to the Ongoing VPP Credit table set out in **Part 3** of this **Details Schedule**.

1.7 These credits will typically appear on your next bill after the VPP Event is processed or as soon as reasonably practicable afterwards and will be itemised as a "**VPP Credit**" (or similar). Refer to clause 4.3 of the Agreement for further details.

1.8 As an Upfront Discount Offer participant, your Ongoing VPP Credit will not be reduced at any point during the VPP Services Term except where you and us mutually agree in writing or if the reduction is required under a change to a Regulatory Requirement.

Changes to your Upfront Discount Offer

1.9 Where we are providing you with the Upfront Discount Offer, and we implement a change under clause 9.2 of the Agreement during the VPP Services Term that is materially detrimental to you, we will specifically inform you of your options. In this situation:

(a) if you wish to exit the VPP Program before the expiry of the VPP Services Term, we will allow you to do so without paying the Early Termination Fee, provided you notify us by the effective date of the materially detrimental change; or

(b) if you wish to continue with the VPP Program despite the materially detrimental change, you do not need to take any action and your participation will continue under the new terms of the Agreement.

Part 2 – BYOB Offer

Introduction

2.1 This **Part 2** of this **Details Schedule** will apply where we are providing you with the "**BYOB Offer**".

BYOB Offer

2.2 If you enter into this Agreement by enrolling in our BYOB Offer:

(a) you will be enrolled in the VPP Program on an ongoing month-to-month VPP Services Term basis (i.e. no locked-in term);

(b) during the VPP Services Term, you will receive Ongoing VPP Credits in accordance with clause 2.3 and 2.4 of this **Part 3** of this **Details Schedule**; and

(c) you may choose to exit the VPP Program at any time by giving us notice pursuant to clause 10 of the Agreement.

Ongoing VPP Credits

2.3 Under the BYOB Offer, for each, kilowatt-hour (kWh) of electricity discharged from your Battery to the grid during a VPP Event, we will credit you an amount (inclusive of GST) on your electricity bill, calculated in reference to the Ongoing VPP Credit table set out in **Part 3** of this **Details Schedule**.

2.4 These credits will typically appear on your next bill after the VPP Event is processed or as soon as reasonably practicable afterwards and will be itemised as a "**VPP Credit**" (or similar). Refer to clause 4.3 of the Agreement for further details.

2.5 As a BYOB Offer participant, we reserve the right to adjust the Ongoing VPP Credit rate or cap in the future, provided we give you notice in advance of our intention to do so and provide you with the option to opt-out if you do not agree to the adjusted Ongoing VPP Credit.

Changes to your BYOB Offer

2.6 Where we are providing you with the BYOB Offer and you do not agree to a proposed change under clause 9 of the Agreement, then:

(a) you will have the right to opt out of the VPP Program by terminating your participation under clause 10 before the changes take effect;

(b) if you continue to participate in the VPP Program beyond the effective date of the change you are deemed to have accepted the new terms of the Agreement; and

(c) if you choose to exit the VPP Program due to the change, you will receive any Ongoing VPP Credits owed for past VPP Events (subject to clause 10.10) and, if applicable, we will treat your exit as though it is a termination without penalty.

Part 3 – Ongoing VPP Credit

3.1 The Ongoing VPP Credits that you will earn during VPP Events pursuant to either clause 1.6 and 2.3 of this **Details Schedule** are set out in the table below. Outside of VPP Events, your Discharge will receive your normal Feed-in Tariff. The details below may be adjusted by us from time to time in accordance with clause 9.1 of this Agreement.

		NSW	VIC	QLD
Ongoing VPP Credit	**Feed-in Hours**	5PM – 9PM	5PM – 9PM	5PM – 9PM
	Feed-in Tariff	15 cents/kWh	15 cents/kWh	15 cents/kWh

Part 4 – Government Credits

Entitlement to Government Credits

4.1 You may be entitled to receive Government Credits in connection with the VPP Program, including:

(a) where you enrol in the Upfront Discount Offer, the Cheaper Home Batteries Program by the Federal Government, which the CovaU Solar Partner will assist you to claim; and

(b) where you enrol in either the Upfront Discount Offer or the BYOB Offer, the NSW VPP Rebate, which MAC Trades Services (ABN 95 612 163 783) (**MAC Trades Services**) will assist you to claim.

Your acknowledgements relating to Government Credits

4.2 You agree that:

(a) all rights in and title to any Government Credits will be assigned to us;

(b) you have not previously created or assigned the right to create any Government Credits for participation in a virtual power plant program at your Supply Address;

(c) in respect of the NSW VPP Rebate only, MAC Trade Services may apply for the rebate in your name and on your behalf, and you authorise MAC Trade Services to directly receive the payment and that MAC Trade Services will pass on the value of the rebate to you to extent required by Regulatory Requirements; and

(d) you agree to do all thing necessary to effect this clause, including but not limited to, providing any necessary information or documentation.