DEFAULT LARGE CUSTOMER ELECTRICITY RETAIL TERMS AND CONDITIONS

Microgrid Power Pty Ltd, ABN 93 628 991 131 (**Supplier**)

and

the occupier of the Premises/ Address listed in the Customer Details Schedule (**Customer**)

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this Agreement.

Agreement means this agreement, including all Schedules and Annexures, as modified from time to time.

Bank Guarantee means a bank guarantee or letter of credit addressed to the Supplier issued by a major commercial bank whose identity and financial standing is acceptable to the Supplier in its sole discretion.

Billing Period means calendar monthly.

Business Day means a day that is not a Saturday, Sunday or:

(a) where the obligation or thing required to be done is solely in respect of one or more Premises in the same State, a public holiday other than a show holiday in that State; or

(b) for all other obligations or things required to be done, a public holiday other than a show holiday in New South Wales.

Change in Law means the imposition of, change in (or change in application or official interpretation of) or removal of a Law.

Charges means the charges set out in the Annexure or published on the website of the Supplier from time to time.

Child Connection Point has the meaning given in the Rules.

Commencement Date means, for each Premises, the earlier of the date the Supplier becomes responsible for the supply of electricity to the Premises and the date the Customer begins consuming electricity at the Premises, unless another Commencement Date is agreed by the parties.

Note: If this Agreement covers two or more Premises, the parties acknowledge that there may be two or more Commencement Dates. In the event that there are two or more Commencement Dates, all of the relevant provisions of this Agreement apply to each of the respective Premises as and from the respective Commencement Dates for those Premises.

Confidential Information means any information of whatever kind disclosed or revealed by one party (the Disclosing Party) to the other party (the Receiving Party) under or in relation to this Agreement that:

(a) is by its nature confidential;

(b) is designated by the Disclosing Party as confidential; or

(c) the Receiving Party knows or reasonably ought to know is confidential;

but does not include:

(d) information that is published or has otherwise entered the public domain without a breach of this Agreement;

(e) information that is obtained from a third party who has no obligation of confidentiality to the Disclosing Party; or

(f) information that is independently developed or obtained without breach of this Agreement.

Connection Contract means an agreement (including an agreement deemed by any Law) between the Customer and the Distributor, or the Customer and the Embedded Network Operator, providing for the connection, transportation, delivery or physical supply of electricity to the Site, or the Premises, or any related services.

Daily Supply Charge means a charge that is charged per day from the Commencement Date (regardless of consumption) and set out in the Annexure or published on the Supplier's website.

Distributor means the entity responsible for the connection, transportation, delivery or physical supply of electricity to the Site. If this Agreement covers more than one Premises, there may be more than one Distributor.

Electricity Legislation means the National Electricity Law, the Rules, the National Energy Retail Law, the Retail Rules and regulations,

standards, protocols and rules made under any of them.

Embedded Network has the meaning given in the National Electricity Rules.

Embedded Network Manager has the meaning given in the National Electricity Rules.

Embedded Network Operator means the person responsible for operating the Embedded Network at the Site.

End Date means the earlier of: (a) if a Fixed Offer Period is specified in the Schedule, the expiry date of that Fixed Offer Period; or (b) the date on which this Agreement is terminated in accordance with clause 15.

Early Termination Charge means the charge calculated in accordance with the Schedule, payable where this Agreement is terminated before the expiry of any Fixed Offer Period.

Energy Management Equipment means any energy management equipment, including but not limited to voltage management, or monitoring equipment.

Energy Storage Equipment means any energy storage equipment, including but not limited to a battery that stores electricity.

Fixed Offer Period means the period (if any) specified in the Schedule during which the Supplier has agreed to fix the Customer's Charges.

Force Majeure Event means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Commencement Date that:

(a) is not within the reasonable control of that party;

(b) results in that party being unable to meet or perform that obligation, or delays its ability to do so.

Generating Units means any electricity generating equipment, including solar photovoltaic systems.

Gate Meter means the Meter installed at the Parent Connection Point of the Embedded Network for the Site.

Gate Meter Demand Charge means the demand component of the network tariff applicable to the Gate Meter as determined from time to time.

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 4% per annum above the interbank overnight cash rate calculated by the Reserve Bank of Australia and displayed on Reuters screen RBA30 (from time to time).

Incremental Demand means the increase (measured in kVA or kW) in the Supplier's maximum demand recorded at the Gate Meter that is attributable to the Customer's consumption at a Premises, as calculated by the Supplier in accordance with clause 7A.

Incremental Demand Charge means the charge payable by the Customer for Incremental Demand, calculated in accordance with clause 7A and as specified in the Annexure or Schedule.

Incremental Demand Terms has the meaning given in clause 7A.1.

Law means any relevant law, statute, regulation, proclamation, order in council, order, by-law, rule, code, guideline, standard, direction, notice, levy, licence, consent, permit, approval, determination (including network tariff determination), binding decision or authority governing or affecting those involved in the generation, transmission, distribution, supply, sale, purchase or consumption of electricity as enacted and in force or amended from time to time.

Life Support Equipment has the meaning given in the Retail Rules or, where the Premises is located in Victoria, has the meaning given in section 40SA of the Electricity Industry Act 2000 (Vic), as

supplemented by Schedule 7 of the Energy Retail Code of Practice (Victoria).

Loss Factors means the transmission or distribution loss factors (as applicable) for a Premises, determined by reference to the loss factors for the Site published or determined by AEMO from time to time under the Rules.

Market Retailer means a person that purchases electricity from the wholesale market for sale to other persons (whether or not they hold a licence).

Meter means a type 1, 2, 3 or 4 meter that complies with the Rules and includes all components of the metering installation including current transformers and voltage transformers.

Metering Provider has the meaning given in the Rules.

National Electricity Law means the National Electricity Law as set out in the *National Electricity (South Australia) Act 1996* (SA) as in force in each constituent State and Territory of the NEM in which a Site is located.

National Energy Retail Law or **NERL** means the National Energy Retail Law set out in the *National Energy Retail Law (South Australia) Act 2011* (SA) as in force in each Participating Jurisdiction in which a Site is located.

National Grid has the meaning given in the Rules.

NEM means the national electricity market.

NMI means National Metering Identifier as defined in the Rules.

Parent Connection Point has the meaning given in the Rules.

Participating Jurisdiction has the meaning given in the National Energy Retail Law.

Payment Period means the number of days in the Payment Terms after the date of issue of an invoice.

Payment Terms means the number of days specified in the Schedule.

Premises means each of the premises set out in the Schedule as varied in accordance with clause 17.

Retail Rules means the National Energy Retail Rules made under the National Energy Retail Law.

Retailer means a person that sells electricity to other persons (whether or not the seller holds a licence and whether or not the seller is a Market Retailer or an energy on-seller).

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

Site means the land or building where the Premises is located.

Term means the period specified in clause 2.

Usage Charges apply to consumption and are detailed in the Annexure.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. 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, re-enacted or replaced, 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) A word which suggests one gender includes the other genders.

(d) If a word is defined, another part of speech has a corresponding meaning.

(e) 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.

(f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.

(g) 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.

2. TERM

2.1 This Agreement commences on the Commencement Date and, if a Fixed Offer Period is specified in the Schedule, ends on the End Date. If no Fixed Offer Period is specified, this Agreement continues until terminated in accordance with clause 15.

2.2 The Customer expressly acknowledges and agrees that if this Agreement applies to more than one Premises, the Customer is an Aggregated Customer and as such:

(a) the consumption of electricity at all Premises (including those that are added after this Agreement) will be treated as aggregated for the purposes of the Rules; and

(b) because of clause 2.2(a) above, the Customer will not receive the additional regulatory protections that apply to Small Customers under the relevant provisions of the Energy Legislation.

2.3 Responsibility for Child Connection Points

(a) The parties will use best endeavours to ensure the Supplier becomes responsible for each of the Customer's Child Connection Points for each of the Premises for the purposes of this Agreement.

(b) The Customer explicitly consents to the Supplier becoming responsible for all Child Connection Points for each Premises as and from the Commencement Date. This includes transfer of responsibility from the Customer's previous Retailer to the Supplier.

3. CONDITIONS PRECEDENT

The Supplier's obligations to supply electricity to the Customer at a Premises under this Agreement commence when:

(a) the Premises has a Meter; and

(b) the Supplier is the purchaser of electricity at the Parent Connection Point of the Embedded Network.

4. AT THE END OF THE AGREEMENT

4.1 The Supplier is not obliged to sell electricity to the Customer after the End Date if it is no longer purchasing electricity for the Site from a Market Retailer.

4.2 However (unless the Customer enters into a new contract with the Supplier), if the Supplier remains responsible for supplying the Child Connection Point after the End Date, then the Supplier will continue to sell electricity to the Customer on the terms of this Agreement, except that the Charges will be, for all Premises determined at the discretion of the Supplier (provided that the Charges do not exceed the maximum allowable price under the Energy Legislation).

4.3 If the Customer enters into an electricity sale agreement with a different Retailer for the period after the End Date for some or all of the Premises, the parties must do all things necessary to ensure that responsibility under the Rules for those Premises is transferred to the new Retailer. However, the Customer will be responsible for any additional costs in installing metering and other infrastructure required by the new Retailer.

5. SALE AND PURCHASE OF ELECTRICITY

5.1 The Supplier agrees to sell electricity to the Customer at each of the Premises, and the Customer agrees to purchase electricity from the Supplier at each of the Premises.

5.2 The Customer acknowledges that despite the installation of any generating units, energy management equipment or energy storage systems at a Site, or changes to any generating units, energy management equipment or energy storage systems installed at a Site as at the date of this Agreement, the Supplier is under no obligation to amend the Energy Price, or reduce the Customer's charges.

5.3 The Customer must not install any new Generating Units, Energy Management Equipment or Energy Storage Systems at a Premises, or change any Generating Units, Energy Management Equipment or Energy Storage Systems installed at a Premises as at the date of this Agreement (including changes to the settings, generation profile or manner of operation of existing units), without the Supplier's prior written consent.

5.4 The Customer must not enter into an agreement with a third party for the provision of demand response or load curtailment services at the Premises during the Term without the Supplier's prior written consent.

6. GENERAL CUSTOMER OBLIGATIONS

6.1 The Customer must provide the Supplier with any information reasonably required for this Agreement. The information must be correct, and the Customer must not mislead or deceive the Supplier in any way.

6.2 The Customer must promptly inform the Supplier if:

(a) information it has provided changes, including if its billing address changes or if its use of energy changes (for example, if the Customer starts running a different business at the Premises); or

(b) the Customer are aware of any change that materially affects access to the Meter or to other equipment involved in providing metering services at the Premises; or

(c) there is any proposed change that the Customer is aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of energy to the Premises or the Premises of any other person; or

(d) a person for whom the Life Support Equipment is required vacates the Premises or no longer requires the Life Support Equipment.

6.3 The Customer indemnifies and holds harmless the Supplier from and against all losses, costs, expenses, damages and liabilities (including reasonable legal costs) suffered or incurred by the Supplier arising out of or in connection with any breach by the Customer of its obligations under this Agreement, including any obligation under clause 5 or clause 6.

7. CHARGES

7.1 The details of the Charges required to be paid by the Customer to the Supplier are set out in the Annexure or published on the website of the Supplier.

7.2 Subject to clauses 7.3, the Customer acknowledges that the Supplier may vary the Charges at any time.

7.3 The Supplier will notify the Customer of changes to Charges as soon as practicable with at least 10 Business days prior notice.

7.4 If a Fixed Offer Period is specified in the Schedule, the Supplier shall not be entitled to vary the Charges during the Fixed Offer Period except under clause 8.

7.5 If the parties agree to a Fixed Offer Period, the Customer's Charges will remain the same for the duration of the Fixed Offer Period detailed in the Schedule.

7.6 Without limiting any other provision of this Agreement, the Supplier may, at its sole discretion, pass through to the Customer and recover any network tariffs, charges, fees or levies payable by the Supplier (whether to the Distributor, the Embedded Network Operator, or any other relevant entity) in connection with the connection, transportation, delivery or physical supply of electricity to the Site or the Premises, including any embedded network tariff component. The Supplier may elect to recoup such amounts either through the Network Charge or as a separate line item on an invoice, and any such recovery will not constitute a variation of Charges for the purposes of clauses 7.4 and 7.5.

7.7 If the Customer elects in the Schedule (or otherwise agrees with the Supplier in writing) to purchase accredited GreenPower or any other renewable energy product offered by the Supplier (a Green Power Option), the Supplier will surrender or procure the surrender of eligible renewable energy certificates (or equivalent instruments) in respect of the volume elected, and the Customer must pay the additional Green Power Charge specified in the Annexure or otherwise notified by the Supplier. The Supplier may vary the Green Power Charge from time to time to reflect changes in the cost of certificates or the relevant accreditation scheme.

7.8 Where this Agreement applies to more than one Premises, the Customer consents to the Supplier aggregating the Customer's electricity consumption and demand across all such Premises for the purposes of calculating Charges (including any demand, capacity or Incremental Demand components), invoicing, reporting and settlement under the Rules, unless the Schedule expressly provides otherwise.

7A. INCREMENTAL DEMAND

7A.1 Where the Schedule specifies that Incremental Demand Terms apply to a Premises (the **Incremental Demand Terms**), the provisions of this clause 7A apply to that Premises in addition to the other terms of this Agreement.

7A.2 Where Incremental Demand Terms apply to a Premises:

(a) the Customer's network charges will be calculated as if the Customer were connected directly to the grid, except that the demand component of the network tariff that would otherwise apply to the Customer is excluded; and

(b) instead of the demand component referred to in clause 7A.2(a), the Customer must pay the Supplier an Incremental Demand Charge.

7A.3 The Incremental Demand Charge for a Billing Period is calculated as:

(a) the volume (in kVA or kW) by which the Customer's consumption increased the Supplier's maximum demand at the Gate Meter during the Billing Period, as determined by the Supplier acting reasonably; multiplied by

(b) the kVA or kW rate at which the Gate Meter is charged for demand by the Distributor under the applicable network tariff for that Billing Period.

7A.4 The Customer acknowledges and agrees that:

(a) the kVA or kW rate referred to in clause 7A.3(b) is the rate applicable to the Gate Meter under the Distributor's network tariff, which may differ from the tariff that would apply to the Customer if the Customer were connected directly to the grid;

(b) the Supplier's calculation of the Customer's Incremental Demand is final and binding in the absence of manifest error; and

(c) the Supplier may vary the Incremental Demand Charge at any time to reflect changes in the Gate Meter Demand Charge, and clauses 7.4 and 7.5 do not apply to such variations.

7A.6 If the Distributor changes the network tariff applicable to the Gate Meter, the Supplier may adjust the Incremental Demand Charge accordingly by notice to the Customer, and such adjustment does not constitute a variation of Charges for the purposes of clauses 7.4 and 7.5.

7A.7 Where the Schedule does not specify that Incremental Demand Terms apply to a Premises, the Customer must pay a demand charge calculated on a shadow pricing basis, being an amount equal to the demand component of the network tariff that would have applied to the Customer if the Customer were connected directly to the Distributor's network at the relevant Premises under the tariff reasonably determined by the Supplier, applied to the Customer's metered demand at all Child Connection Points for the Premises (adjusted by the applicable Loss Factors) during the Billing Period. The Supplier may vary the shadow demand rate from time to time to reflect changes in the Distributor's published network tariffs.

7A.8 The Customer agrees to the Supplier's network and ancillary services terms as published or notified by the Supplier from time to time (Network Terms). Where, and to the extent that, the Supplier sells electricity to the Customer under this Agreement, this Agreement governs the sale of electricity and prevails over the Network Terms to the extent of any inconsistency. The Network Terms otherwise continue to apply, including to the provision of customer connection services and to any Ancillary Services (as defined in the Network Terms) selected in the Schedule or otherwise supplied by the Supplier to the Customer.

8. CHANGE IN LAW

8.1 If a Change in Law occurs, the Supplier may:

(a) impose an additional charge not referenced in the Annexure; or

(b) increase the Charges,

by an amount reasonably determined by the Supplier.

8.2 If the direct or indirect effect of the Change in Law is to make the continued supply of electricity by the Supplier impractical, impossible, or not commercially viable, the Customer acknowledges that the Supplier may at its option:

(a) terminate this Agreement with 30 days' notice to the Customer; or

(b) novate this Agreement to another Retailer; and

the Customer will consent to such a novation.

8.3 If requested, the Supplier must provide to the Customer all reasonable information necessary to justify any additional charge or variation of the Charges in accordance with this clause.

9. METERING

9.1 If a Meter is not already installed for each Child Connection Point for the Premises, the Customer must arrange for a Meter to be installed as soon as possible and at the Customer's cost. Alternatively, the Supplier will arrange for a Meter to be installed on the Customer's behalf at the Customer's cost.

9.2 The Customer:

(a) must not damage or interfere with the Meter. If the Customer damages, modifies or interferes with the Meter, the Customer must pay to the Supplier the cost of repairing or replacing that Meter;

(b) must comply with any reasonable direction given by the Embedded Network Manager or the Embedded Network Operator in respect of the Meter;

(c) must, to the extent it is reasonably able to do so, also allow the Supplier and any other relevant persons to safely access the Premises for the purposes of installing, reading, testing, repairing, maintaining or removing Meters;

(d) acknowledges that the Meter will need to be maintained and tested in accordance with the requirements of the National Electricity Rules and will cooperate with all relevant persons to ensure this occurs; and

(e) must pay all costs associated with the inspection and testing of the Meter.

9.3 If the Supplier or its representatives seek access to the Premises under this clause, we will comply with all relevant requirements under the Rules and carry or wear official identification.

9.4 Subject to clause 9.5, the quantity of electricity sold to the Customer under this Agreement will be determined by the Supplier's from readings of the Meter installed at each Child Connection Point for each Site.

9.5 If metering data is not available for any reason then, subject to any relevant Law, the amount of electricity sold will be estimated by the Supplier (acting reasonably) based on standard practices in the electricity industry and all relevant information available.

9.6 If requested by the Customer, the Supplier will use its best endeavours to provide the Customer with meter data in relation to a Child Connection Point for any Billing Period during the Term.

9.7 Any request for meter data must be made before the date which is two months following the date of termination or expiry of this Agreement.

10. INVOICING AND PAYMENT

10.1 The Supplier will prepare and forward invoices to the Customer. An invoice may be in respect of one or more Premises.

10.2 The due date for payment of an invoice will be set by reference to the Payment Terms set out in the Schedule.

10.3 Each invoice prepared by the Supplier must include:

(a) the Billing Period;

(b) the Charges payable for each Child Connection Point for the Billing Period;

(c) a statement that it is a tax invoice and the amount of GST payable;

(d) the due date for payment; and

(e) payment methods.

10.4 The Customer must pay each invoice in full, without deduction or set-off, within the Payment Period.

10.5 The Customer must pay an account by one or more of the payment methods as set out in the Schedule.

10.6 If the Customer does not pay an invoice in full by the due date for payment, then in addition to any other rights it may have under this Agreement, the Supplier may require the Customer to pay interest at the Interest Rate on the unpaid amount.

10.7 If the Customer disputes the amount of an invoice, the Customer must:

(a) provide the Supplier with written notice of the amount in dispute and the reasons for the dispute as soon as possible; and

(b) if the dispute is not resolved before the due date for payment of the relevant invoice, pay the Supplier (by the due date for payment) the greater of the undisputed amount of the invoice and the average of the Customer's last three invoices for the relevant Premises.

10.8 If the Supplier believes there is an error in an invoice, or receives information relevant to an invoice after sending it to the Customer, it may, at its election, either (a) adjust the relevant invoice and issue a replacement invoice, or (b) issue a supplementary invoice for any undercharged amount or a credit note for any overcharged amount, in each case in respect of the Billing Period or Billing Periods to which the error or new information relates. No time limit applies to the Supplier's right to recover any undercharged amount under this clause, save as required by applicable Law. The Customer must pay any supplementary invoice, and the Supplier must pay any credit note, within the Payment Period applicable to the original invoice or such longer period as the Supplier and Customer may agree acting reasonably.

11. GST

11.1 GST exclusive amounts

(a) Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST.

(b) If any GST is or becomes payable in respect of a taxable supply of goods or services under this Agreement, the Charges payable by the Customer for that taxable supply of goods or services will be increased by an amount equal to the GST payable.

(c) The Supplier must provide the Customer with a Tax Invoice in respect of any taxable supply under this Agreement.

12. SECURITY

12.1 At any time during the Term, the Supplier may by notice in writing request the Customer to provide the Supplier with an unconditional Bank Guarantee, security deposit, or other form of security acceptable to the Supplier, to secure the due and punctual performance of the Customer's obligations under this Agreement if:

(a) The Supplier considers, acting reasonably, that there has been a material change in the Customer's financial strength or credit worthiness since the date of this Agreement;

(b) the Customer fails to pay in full two consecutive invoices by the due date for payment;

(c) the Customer fails to pay in full three invoices by the due date for payment within any 12 month period.

12.2 Unless otherwise specified by the Supplier the Bank Guarantee (or other form of security) must be in a form and on terms and conditions acceptable to the Supplier.

12.3 The Supplier cannot request security for an amount that exceeds the total of the estimated amount (at the time of the request) of the next three invoices to be issued under this Agreement.

12.4 If the Supplier accesses any security, it may require the Customer to provide any top-up security necessary to restore the security to the required amount.

12.5 If any security, additional or top-up security is required, the Supplier must provide the Customer with at least 10 Business Days' notice of the amount required and the date by which it must be provided.

12.6 Any security provided must be in a form acceptable to the Supplier. The Supplier is not obliged to pay any interest on security it holds.

12.7 Any costs incurred in providing the security shall be borne by the Customer.

12.8 The Supplier must refund or return any security to the Customer within a reasonable period following termination of this Agreement, but only if another Retailer has become responsible for the Premises and the Customer has paid the Supplier all amounts owing under this Agreement.

13. RISK AND LIABILITY

13.1 The Distributor is responsible for the connection of the Site to the National Grid, the maintenance of that connection and the physical supply of electricity to the Site.

13.2 The Embedded Network Operator is responsible for the connection of the Premises to the Embedded Network, the maintenance of that connection and the physical supply of electricity to the Premises.

13.3 The quality and reliability of the Customer's electricity supply is subject to a variety of factors that are beyond the Supplier's control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of regulators.

13.4 To the extent permitted by law, the Supplier gives no condition, warranty or undertaking, and makes no representation to the Customer, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this Agreement.

13.5 The Supplier's liability for any loss or damage the Customer suffered as a result of the total or partial failure to supply electricity to the Premises, which includes any loss or damage suffered as a result of the defective supply of electricity, is excluded unless the Supplier has acted in bad faith or negligently.

13.6 To the maximum extent permitted by law, neither party is liable to the other party for any indirect, consequential or special loss or damage, including loss of revenue, loss of profit, loss of business opportunity, loss of goodwill or loss of data, however caused (including by negligence), arising out of or in connection with this Agreement.

13.7 Subject to clause 13.6, the maximum aggregate liability of the Supplier to the Customer under or in connection with this Agreement, whether arising in contract, tort (including negligence), equity, under statute or otherwise, is limited to the total Charges paid or payable by the Customer under this Agreement in the 12 month period immediately preceding the event giving rise to the liability.

14. FORCE MAJEURE EVENT

14.1 A party will be excused from any non-performance of its obligations under this Agreement (other than an obligation to pay money or provide security) during the time and to the extent that a Force Majeure Event prevents the party from doing so.

14.2 A party must:

(a) give the other party prompt notice of the Force Majeure Event including details of its expected duration;

(b) use its reasonable endeavours to remove, overcome or minimise the effects of a Force Majeure Event as soon as reasonably possible; and

(c) resume performance of any of its obligations as soon as reasonably possible after the Force Majeure Event ends.

14.3 If the effects of such a Force Majeure Event are widespread, the Supplier may give the Customer prompt notice of the Force Majeure Event by making the necessary information available on its website promptly after becoming aware of the event.

14.4 Nothing in this clause 14 requires either party to settle an industrial dispute which constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

15. TERMINATION

15.1 The Customer is entitled to terminate this Agreement at any time with no less than 10 Business Days prior notice in writing to the Supplier by exercising power of choice provided that the Customer:

(a) enters into an alternative retail supply contract with an alternative Retailer;

(b) enters into a Connection Contract with the Embedded Network Operator; and

(c) at its cost or the cost of the alternative retailer, purchase or lease the existing Meter from the Supplier or replace the Meter with a separate meter.

15.2 Either party may terminate this Agreement by notice in writing to the other party if the other party has failed to comply with its material obligations under this Agreement and the breach has not been remedied within 20 Business Days of receiving a notice in writing to remedy the breach.

15.3 Subject to all applicable Laws, either party may terminate this Agreement by notice in writing to the other party if an Insolvency Event occurs in relation to the other party provided that, if the Insolvency Event occurs in relation to the Supplier, provided that the Supplier has not transferred or novated this Agreement in accordance with clause 24 within 15 Business Days of the Insolvency Event.

15.4 If an event in respect of the Supplier occurs which results in the permanent loss of the right or ability to supply electricity to the Premises, this Agreement ends in respect of all Premises located in that Embedded Network without penalty to the Customer.

15.5 The Customer represents and warrants to the Supplier that the Customer is a "large customer" under the Rules and acknowledges this representation and warranty will be taken to be repeated on each day during the Term.

15.6 If the Customer is reclassified, or in the Supplier's reasonable opinion is likely to be reclassified, as a "small customer" under the Energy Legislation, the Supplier may by notice to the Customer request the Customer to enter into a new agreement.

15.7 Upon termination of this Agreement by the Supplier, it may do any one or more of the following:

(a) disconnect the supply of electricity to the Premises;

(b) to the extent necessary, transfer financial responsibility for any Child Connection Points to another Retailer; or

(c) recover from the Customer any outstanding amounts the Customer owes the Supplier.

15.8 If the Supplier terminates this Agreement pursuant to clause 15.1 or 15.2 prior to the End Date, or if this Agreement is terminated in respect of some Premises only prior to the End Date, the Customer must pay the Supplier the Early Termination Charge.

15.9 If the Customer terminates this Agreement prior to the End Date, it must:

(a) Pay the Supplier the Early Termination Charge and all outstanding amounts; and

(b) If the Customer continues to occupy the Premises, continue to pay the Supplier charges under the Connection Contract.

16. DISCONNECTION

16.1 Subject to clause 16.2, if the Customer does not pay the Supplier any amount that is due and owing on time, the Supplier may disconnect electricity to the Premises (including via remote disconnection when permissible) until the Customer has paid all outstanding amounts (including interest for late payments).

16.2 The Supplier must not exercise its right under clause 16.1 unless it has given the Customer a written notice requiring the outstanding amount to be paid. The notice must allow at least 5 Business Days for the Customer to pay the outstanding amount before the Supplier exercises its right to disconnect.

16.3 The Supplier's rights under this clause 16 do not limit its other rights under this Agreement.

17. MULTIPLE PREMISES

17.1 If the parties agree to add further Premises to this Agreement, the Supplier must amend the Schedule to incorporate those new Premises and the agreed Charges and other provisions applying to those Premises.

17.2 If the parties agree to remove Premises from this Agreement, or this Agreement is terminated in respect of some Premises only, the remaining Premises will continue to be subject to this Agreement.

17.3 Where this Agreement applies to multiple Premises, clauses 15 and 16 apply to each of those Premises severally. One or more Premises may be disconnected under clause 16, and this Agreement may be terminated in respect of one or more Premises under clause 15, without affecting the continued application of this Agreement to any other Premises.

18. DISPUTE RESOLUTION

18.1 A party claiming that a dispute has arisen must serve written notice of the dispute to the other party's representative. The written notice must specify that it is a notice given under this Agreement and detail the nature and extent of the dispute.

18.2 If a dispute cannot be settled by negotiation within 20 Business Days after commencing negotiation, then either party shall give written notice to the senior management of the other party declaring that a dispute exists. The notice must set out the details of the dispute and any steps taken to resolve the dispute.

18.3 The senior management, or their nominees, shall meet within 10 Business Days of the dispute being declared and shall use their reasonable endeavours to resolve the dispute.

18.4 Neither party shall commence legal proceedings concerning a matter in dispute (other than for the purpose of seeking urgent injunction or declaratory relief) unless the parties have attempted to resolve the dispute in accordance with clauses 18.1, 18.2, and 18.3.

19. NOTICES

19.1 Notices under this Agreement must be in writing and may be sent by mail or email to:

(a) if sent to the Supplier at the following address or email address:

Address:	PO Box 634, Terrigal NSW 2260
Email:	support@microgridpower.com.au
Attention:	CEO / COO

or any other addresses as notified in writing by the Supplier to the Customer from time to time; or

(b) if sent to the Customer:

(i) at the address or email notified in writing by the Customer to the Supplier from time to time; or

(ii) if no such address or email has been notified then the address of the Premises.

19.2 A notice sent in accordance with this clause will be deemed received by the recipient:

(a) in the case of email, the date when the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; and

(b) in the case of a notice sent by letter, on the date 3 Business Days after the date of posting.

20. CONFIDENTIALITY

20.1 The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of performing its obligations under this Agreement.

20.2 Subject to clauses 20.3 and 20.4, the Receiving Party must keep the Disclosing Party's Confidential Information confidential.

20.3 The Receiving Party may disclose the Confidential Information of the Disclosing Party:

(a) to those of its Personnel and professional advisers who need to know such Confidential Information provided that the Receiving Party ensures that those Personnel and professional advisers keep such Confidential Information confidential in accordance with this clause 20.3;

(b) to the extent required by law or in order to comply with any rules or regulations of any internationally recognised securities exchanges provided that the Receiving Party discloses no more than the minimum amount of Confidential Information required to satisfy such law, rule or regulation and, before disclosing any Confidential Information, where possible provides a reasonable amount of notice to the Disclosing Party; or

(c) to any actual or prospective bona fide purchaser or its legal or professional advisers (including by making Confidential Information available in a data room) of an interest in the Receiving Party or of all or part of the assets of the Receiving Party;

(d) with the prior written consent of the Disclosing Party.

20.4 Despite clause 20.2, the Customer authorises the Supplier to use and disclose information and data the Supplier has from time to time where disclosure is:

(a) required to verify the creditworthiness of the Customer or for the purposes of recovering any amounts owed by the Customer under this Agreement;

(b) required for the Supplier to carry out its obligations or exercise its rights under this Agreement including, but not limited to, billing and payment data and history (and any related or similar information), or in communications with Regulators or the Embedded Network Operator or Distributor; or

(c) required to enable service providers engaged by the Supplier in relation to the Supplier's sale of energy, to provide services to it.

21. PRIVACY AND DATA

21.1 The Supplier will comply with all relevant privacy legislation in relation to your personal information. A summary of the Supplier's privacy policy is at https://www.microgridpower.com.au/documents.

21.2 The Customer agrees that the Supplier may give the owner or manager of the Customer's site, and their contractors, the consumption and demand data recorded by the Customer's meter, including through an automatic feed to a building management system, in order to assist manage the site, report on energy performance and plan site infrastructure. The Supplier will not provide the Customer's billing, payment or credit information, or the Customer's meter data for the purpose of billing the Customer.

The Customer can withdraw its agreement in writing at any time. Within 10 business days the Supplier will stop providing the Customer's meter data and disconnect any automatic feed.

22. ENTIRE AGREEMENT

This Agreement and any subsequent variations in writing constitutes the entire agreement between the parties. Any prior discussions, arrangements, agreements, representations or undertakings except as expressly incorporated in this Agreement are superseded and cease to apply on the date this Agreement is signed.

23. CONSTRUCTION

A provision of this Agreement is not to be construed against a party only because that party drafted it.

24. SEVERABILITY

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of the Agreement

25. ASSIGNMENT

25.1 The Supplier may assign or novate its rights and obligations under this Agreement by notice to the Customer.

25.2 The Customer may assign or novate its rights and obligations under this Agreement with the Supplier's prior written consent (such consent not to be unreasonably withheld).

25.3 The Supplier may subcontract any of its rights and obligations under this agreement, either in whole or in part, to a suitably qualified third-party without prior approval from the Customer.

26. PARTIES TO COMPLY

Each party must comply with its relevant obligations under the Rules and all other relevant Laws.

27. FURTHER ASSURANCES

Each party must do anything (including execute any document) that the other party may reasonably require to give full effect to this Agreement.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts in which may hear appeals from those courts in respect of those proceedings in connection with this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All of those counterparts taken together are deemed to constitute one and the same instrument.

30. SURVIVAL

Clauses 1, 4, 6, 7, 7A, 10, 11, 15.6, 15.7, 16, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and any other clauses to the extent they are necessary for the interpretation or effectiveness of these clauses, survive termination or expiry of this Agreement.