

Energy Storage as a Service (ESaaS) is an energy retail product that allows customers to benefit from a shared community battery. Eligible Customers will receive rebates based on electricity usage and the "ESaaS Tariff", which is set by Ausgrid, your electricity distributor. The ESaaS Tariff will be made available to eligible Customers ("you" or "your") by Diamond Energy Pty Ltd (ABN 97 107 516 334) ("us" or "we" or "our") on the terms and conditions set out below (**ESaaS Add-on**). The ESaaS Add-on applies as an add-on to our readily available market offers.

The ESaaS Add-on forms part of the Agreement between us and an eligible Customer and are to be read in conjunction with our Small Customer Terms and Conditions.

A. Eligibility– ESaaS Tariff

1. To be eligible to receive the benefit of the ESaaS Tariff, you must meet the eligibility criteria that has been set by Ausgrid from time to time (**Ausgrid Eligibility Criteria**). At the time of these terms and conditions the Eligibility Criteria is as follows:
 - (i) be either a:
 - A. residential customer, which has a Supply Address that is a house or apartment; or
 - B. small business customer;
 - (ii) have no individual battery connected at your Supply Address;
 - (iii) have a Supply Address that is within a nominated eligible catchment area as designated by Ausgrid's eligibility list;
 - (iv) have a Type 4 (smart meter) installed; and
 - (v) accept an eligible offer from a participating retailer.
2. In addition to the Ausgrid Eligibility Criteria, you must provide your consent to enable us to apply the ESaaS Add-on to your account.

B. Commencement of ESaaS Add-on

3. This ESaaS Add-on will apply to you on and from the Commencement Date.
4. We may withdraw an offer, reject or cancel your ESaaS Add-on if:
 - (i) any information you provide is incorrect; or
 - (ii) you delay providing the information requested to us;
 - (iii) you are found not to satisfy the Ausgrid Eligibility Criteria; or
 - (iv) Ausgrid withdraws or discontinues the offering of the ESaaS Tariff.
5. If there is a discrepancy between the Retail Supply Agreement, the ESaaS Add-on and the Small Customer Terms and Conditions (or Large Customer Terms and Conditions), the precedence will be in the following order:
 - (i) Retail Supply Agreement;
 - (ii) ESaaS Add-on;
 - (iii) Small Customer Terms and Conditions (or Large Customer Terms and Conditions).

C. Your Rebate

6. If you are eligible to receive the ESaaS Tariff under section A of this ESaaS Add-on, we will credit your account with a rebate amount (**Rebate**), which is calculated as follows:

$$\text{Rebate} = (\text{Rebate Rate} \times \text{Your Energy Usage}) + (\text{Rebate Rate} \times \text{Daily Supply Charge})$$

Where:

Rebate Rate equates to the difference between:

- (i) Ausgrid's time of use tariff that is applicable to you; and

- (ii) Ausgrid's ESaaS Tariff that is applicable to you, for both peak and off-peak periods, as applicable (as those time periods are defined by Ausgrid).

Your Energy Usage equates to the quantity of electricity you have consumed, as determined by us from readings of the meter(s) located at your Supply Address during peak and off-peak periods, as those time periods are defined by Ausgrid.

Daily Supply Charge means the fixed amount charged each day under your Retail Supply Agreement for maintaining your connection to the electricity grid and enabling access to electricity supply, irrespective of how much electricity you use.

7. Where we are not able to reasonably or reliably calculate Your Energy Usage using an actual meter reading, we may delay payment of the Rebate until the Distributor or Meter Data Provider either estimates Your Energy Usage in accordance with Applicable Regulation(s) or provides an actual read.
8. Your account will be administered in accordance with the applicable Small Customer Terms and Conditions (or Large Customer Terms and Conditions).
9. The amount of the Rebate will:
 - (i) always be a positive value;
 - (ii) be stated on your Invoices;
 - (iii) be inclusive of GST;
 - (iv) be applied as a credit on your Invoices and will reduce the total amount payable by you for that Invoicing Period; and
 - (v) be applied each billing cycle, aligned with the standard billing schedule under your Retail Supply Agreement.
10. The Rebate is provided as a credit only and is not redeemable for cash. If your account is closed and the Rebate has not been fully applied, any remaining Rebate may be applied to your final Invoice.
11. If a Rebate is incorrectly applied (e.g., due to system error), we reserve the right to adjust future Invoices to correct the error, subject to applicable law.

D. Metering upgrade

12. If you require, or we determine that you require metering equipment to be installed or upgraded, in order to meet the Eligibility Criteria, at your request we will arrange on your behalf for metering equipment to be installed or upgraded by a Metering Provider at that Supply Address in accordance with the laws in force in the jurisdiction in which the Supply Address is located.
13. You are responsible for and liable to pay for any additional charges connected with the installation, connection, provision of metering services and ongoing maintenance of any metering equipment. These costs form part of the Charges that may apply to you under the applicable Small

Customer Terms and Conditions (or Large Customer Terms and Conditions).

E. Duration of ESaaS Add-on

14. The ESaaS Add-on is only available to you whilst Ausgrid offers the ESaaS Tariff and you satisfy the Eligibility Criteria.
15. Should Ausgrid no longer offer the ESaaS Tariff or the Eligibility Criteria change during the term of your Agreement and you are deemed to no longer be eligible to receive the ESaaS Tariff, this ESaaS Add-on will no longer apply to you and you will no longer be entitled to receive the Rebate from us.
16. Where you intend to relocate from the Supply Address associated with the application of this ESaaS Add-on to a new property (**Relocated Property**), provided you follow the transfer process under the Small Customer Terms and Conditions (or Large Customer Terms and Conditions) and meet the Eligibility Criteria in relation to the Relocated Property, this ESaaS Add-on will apply to your Relocated Property.
17. We may modify these Terms and Conditions or elect to no longer pass on the benefit of the ESaaS Tariff to you at any time.

F. Definitions

The following definitions apply in addition to:

- (i) the terms defined within this ESaaS Add-on; and
- (ii) definitions included in Small Customer Terms and Conditions (or Large Customer Terms and Conditions) or your Retail Supply Agreement:

Commencement Date means the later of the date on which:

- (i) you have entered into a Retail Supply Agreement with us;
- (ii) you meet the Ausgrid Eligibility Criteria; and
- (iii) you provide your consent to be subject to the ESaaS Add-on.

Meter Data Provider means a metering data provider accredited pursuant to the Applicable Regulations.

Retail Supply Agreement means the document containing details of our offer of electricity to you at your Supply Address.

Contact Details:

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