

Diamond Energy Pty Ltd ABN 97 107 516 334 of 101 Greville Street, Prahran VIC 3181 (“us” or “we” or “our”) and the Customer specified in the Retail Supply & Feed-in Agreement (“you” or “your”) enter into a Feed-in Agreement on the following terms and conditions in relation to the Energy Generation Facility at your Supply Address.

A1 Your Feed-in Agreement with Us

A1.1 Your Feed-in Agreement with us consists of these terms and conditions, your Feed-in Arrangement incorporated into the Retail Supply & Feed-in Agreement, the Small Customer Terms and Conditions (or Large Customer Terms and Conditions) and any further offer and product information which is related to the Energy Generation Facility at your Supply Address.

A1.2 Your Feed-in Agreement sets out the terms and conditions on which:

- (i) you agree to supply and sell to us, and we agree to purchase the Export Electricity at your Supply Address; and
- (ii) any related Charges that may apply to you for the Energy Generation Facility at your Supply Address.

A1.3 Your Feed-in Agreement is only valid whilst your Retail Supply & Feed-in Agreement for us to sell electricity to you at your Supply Address is valid. If there is a discrepancy between the Retail Supply & Feed-in Agreement, Schedule A Feed-in Terms and Conditions and the Small Customer Terms and Conditions (or Large Customer Terms and Conditions), the precedence will be in the following order:

- (i) Retail Supply & Feed-in Agreement;
- (ii) Schedule A Feed-in Terms and Conditions;
- (iii) Small Customer Terms and Conditions (or Large Customer Terms and Conditions).

A2 Commencement and Term of Your Feed-in Agreement

A2.1 Your Feed-in Agreement begins on the date you accept the Retail Supply & Feed-in Agreement and we have received and accepted any required activation from your solar installation company.

A2.2 We may withdraw an offer, reject or cancel your Feed-in Agreement if:

- (i) any information you provide is incorrect; or
- (ii) you delay providing the information requested to us; or
- (iii) we do not receive or accept a required activation of your Feed-in Agreement from your solar installation company.

A2.3 Provided we have accepted your Feed-in Agreement, the obligations begin on the Commencement Date.

A2.4 Any Feed-in Tariff and Feed-in Rate will apply from the later of the Commencement Date and the date in which all of the following conditions are satisfied:

- (i) the Energy Generation Facility is installed by an accredited installer, connected to the Distribution Network at your Supply Address, and complies with all Distributor requirements and any other Applicable Regulation(s);
- (ii) you have provided us with all documentation and/or certifications and/or approved connection agreements in regard to the Energy Generation Facility that we have requested and/or required by your Distributor;
- (iii) the appropriate bi-directional metering has been installed and has been assigned with the appropriate network tariff as applicable;

- (iv) we have received and accepted any required activation from your solar installation company; and
- (v) you have provided to our satisfaction any further information where requested including:
 - a) further details regarding the Supply Address and the Energy Generation Facility;
 - b) where you are not the owner of the premises at the Supply Address, you have provided the written consent and the contact details of the owner; and
 - c) other information as reasonably required by us.

A2.5 The term of any Feed-in Rate included in the Feed-in Agreement will begin on the Commencement Date.

A3 Your connection to the Distribution Network

A3.1 If requested by you, we will make a request to the Distributor to connect the Energy Generation Facility to the Distribution Network as soon as practicable after you satisfy the relevant requirements of the Applicable Regulation(s), or the relevant Clause in any amended version of the Applicable Regulation(s).

A3.2 Installation of a new solar system is likely to require either a new electricity meter or your existing meter reconfigured. This work is typically completed by your Distributor or certified meter provider nominated by us, with the specific services performed and charges applied that can vary significantly.

A3.3 If a separate meter (in addition to your main meter) is required, it will be installed consistent with Applicable Regulations(s).

A3.4 You acknowledge and accept that in connecting the Energy Generation Facility and the installation of appropriate metering may result in the Supply Address being:

- (i) no longer eligible for any controlled load tariffs offered by the Distributor such as dedicated off-peak electric hot water, slab-heating and climate saver; and/or
- (ii) re-assigned to an alternate electricity tariff.

A4 Rights to Your Renewable Energy Certificates

A4.1 If there is any assignment of rights to us for Renewable Energy Certificates that may be generated by the Energy Generation Facility, these will be incorporated into your Feed-in Agreement.

A4.2 If your Feed-in Agreement does not explicitly incorporate any assignment of rights, there is to be no assignment of rights to Small-scale Technology Certificates or Renewable Energy Certificates from you to us.

A4.3 If we and you agree that your Feed-in Agreement will include the acquisition by us of Renewable Energy Certificates created by the Energy Generation Facility, you warrant to us that you have not already sold, transferred, assigned, licensed or otherwise created any interest in Renewable Energy Certificates or sold the right to create such Renewable Energy Certificates to any other person and have not agreed to do so.

A5 Your Feed-in Tariff, Feed-in Rates and Charges

A5.1 Any Feed-in Tariff and Feed-in Rates for the purchase by us of Export Electricity are set out in the Feed-in Agreement.

- A5.2 We will apply any Feed-in Tariff as you are eligible in accordance with, and as otherwise amended by your Distributor and/or Applicable Regulation(s).
- A5.3 Any eligible Feed-in Tariff will extinguish at the end of any applicable Feed-in Tariff Period.
- A5.4 The Charges that may apply to you for the Energy Generation Facility at your Supply Address are set out in the Feed-in Agreement.
- A5.5 The Charges will include any further metering related charges incurred, including meter changeover and/or installation of a separate meter (in addition to your main meter) associated with the Energy Generation Facility at your Supply Address.
- A5.6 Unless otherwise specified in your Feed-in Agreement, you are responsible for and liable to pay for:
- (i) any and all costs associated with the installation, connection, service and ongoing maintenance of the Energy Generation Facility;
 - (ii) the installation, connection, provision of metering services and ongoing maintenance of any metering equipment associated with measuring Export Electricity or associated with the Energy Generation Facility;
 - (iii) other Energy Generation Facility or Feed-in Agreement associated costs as specified in your Feed-in Agreement ; and
 - (iv) any other charges imposed by the Distributor in relation to Clause A5.6(i) or Clause A5.6(ii) above.
- A5.7 We may also require you to pay any reasonable costs that we incur as a result of arranging metering services for you. These costs are in addition to any Charges that you are required to pay for those services.
- A5.8 If any new or increased Charges, taxes, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) relating to the sale or supply of electricity by you or the purchase of Export Electricity by us are imposed by any government, government agency, the Distributor or other electricity industry participants, we may at any time pass the liability for these charges or taxes onto you and providing you notice of any changes as soon as practicable.
- A5.9 Where we incur such Charges we will add them to your electricity account and these will appear on your Invoice.
- A6 Our Invoice to You**
- A6.1 In addition to the information included in the Small Customer Terms and Conditions (or Large Customer Terms and Conditions), our Invoice will contain the following:
- (i) Export Electricity;
 - (ii) any applicable Feed-in Tariff and Feed-in Rate;
 - (iii) Feed-in Credits; and
 - (iv) any Charges that may apply for the Energy Generation Facility at your Supply Address.
- A6.2 Export Electricity will be based on a reading of the meter that is compliant with the Applicable Regulation(s) that records the supply of Export Electricity to the Distribution Network.
- A6.3 All Feed-in Tariff and Feed-in Rates are GST inclusive where applicable.
- A6.4 Any Feed-in Credit in an Invoicing Period will offset electricity and any other charges and other additional costs incurred in the same Invoicing Period, except GST as per Clause A9.
- A6.5 Where we are not able to reasonably or reliably calculate a Feed-in Credit using an actual meter reading, we may delay payment of a credit until the Distributor or Meter Data Provider either estimates the Export Electricity in accordance with Applicable Regulation(s) or provides an actual read.
- A7 Over or under Charges**
- A7.1 We will review a Feed-in Credit and any Charges related to the Feed-in Agreement included on your Invoice at your request, in accordance with provisions of the Small Customer Terms and Conditions.
- A7.2 Any over or under Feed-in Credit or Charges that may apply to you for the Energy Generation Facility at your supply address identified through a review will be processed in accordance with provisions of the Small Customer Terms and Conditions.
- A8 End and extension of Your Feed-in Agreement with Us**
- A8.1 Our obligations to purchase the Export Electricity at your Supply Address end if a different electricity retailer has become financially responsible in the wholesale market to pay for electricity used at the Supply Address.
- A8.2 Any related Charges that may apply to you for the Energy Generation Facility at your Supply Address will continue for the term associated with the Charges included in the Feed-in Agreement and in accordance with these terms and conditions.
- A8.3 If our obligations to purchase the Export Electricity at your Supply Address have ended and you move from your Supply Address, any related Charges that may apply to you for the Energy Generation Facility at your Supply Address and your obligations associated with these Charges will apply as Charges in accordance with the Small Customer Terms and Conditions (or Large Customer Terms and Conditions).
- A8.4 We may not cancel or terminate your Feed-in Agreement unless we and you enter into a new Feed-in Agreement.
- A8.5 If you accept a new Feed-in Agreement from us you will be taken to have given us notice that you wish to cancel your Feed-in Agreement.
- A8.6 If your Feed-in Agreement provides for an amount to be payable by you to us for a breach of your Feed-in Agreement, it will either state the amount or include a simple basis for determining that amount. Your Feed-in Agreement will include provisions consistent with agreed damages Clauses of the Applicable Regulation(s), or the relevant Clause in any amended version of the Applicable Regulation(s).
- A9 Goods and Services Tax on Feed-in Credits**
- A9.1 Goods and Services Tax ("GST") will be added to the amount of the electricity supplied and sold to you under the Agreement for us to sell electricity to you, without any netting off any excess Feed-in Credit.
- A9.2 If you have quoted your Australian Business Number where indicated on the Retail Supply & Feed-in Agreement and you demonstrate to us that you are registered for GST, we will credit you for GST on any taxable supply (as defined in A New Tax System (Goods and Services Tax) Act 1999) to us under the your Feed-in Agreement.

A10 Your Obligations

A10.1 You must:

- (i) notify us at least 14 business days prior to any modification of the capacity or any other aspect of the Energy Generation Facility;
- (ii) comply with all Applicable Regulation(s) in relation to the Energy Generation Facility;
- (iii) comply with the terms of your agreement with the Distributor at all times;
- (iv) provide us or our representatives with safe, convenient and unhindered access to the Energy Generation Facility at all reasonable times and where requested beforehand, for the purposes of verifying system capacity and compliance with the Applicable Regulation and the terms of your Feed-in Agreement;
- (v) provide us or our representatives and any meter provider nominated with safe, convenient and unhindered access to any meter(s) associated with the Energy Generation Facility at your Supply Address to read it and for connection, disconnection and reconnection purposes. If you do not give our representative or our nominated meter provider such access to the meter(s) and we estimate your meter readings, we may charge you an additional amount if you later request an actual read of the meter(s);
- (vi) not interfere or tamper with any metering equipment at your Supply Address intended to measure Export Electricity and/or otherwise associated with measuring electricity from the Energy Generation Facility where the measurement is related to any Charges; and
- (vii) ensure the metering equipment and any ancillary equipment or connections are in good condition and repair.

A11 Our Obligations to You

- A11.1 On request, we will provide you with reasonable information on any Feed-in Tariffs or Feed-in Rates that we may offer to you.
- A11.2 We will retain your historical Export Electricity data for at least two years, even if your Feed-in Agreement may have cancelled, ended or terminated.
- A11.3 We will process your request for historical data relating to your Feed-in Agreement in the same manner as a request for historical data relating to the supply of electricity to you under the Agreement for us to sell electricity to you at your Supply Address, as per the Applicable Regulation(s), or the relevant Clause in any amended version of the Applicable Regulation(s).
- A11.4 Any complaint by you in relation to your Feed-in Agreement will be handled as per provisions for complaints handling included in the Small Customer Terms and Conditions.

A12 Variations to Your Feed-in Agreement

- A12.1 If you notify us, or we become aware of, any modification of the capacity or any other aspect of the Energy Generation Facility, we may, at our sole discretion:
- (i) make a new offer on which you agree to supply and sell to us, and we agree to purchase, Export Electricity at your Supply Address by providing an emended Feed-in Agreement; or
 - (ii) terminate your Feed-in Agreement, effective from the date we reasonably believe the modification occurred.

- A12.2 If we elect to make you a new offer under Clause A12.1, we may issue you a new Feed-in Agreement or incorporate the offer into a new Retail Supply & Feed-in Agreement.
- A12.3 If we elect to make you a new offer under Clause A12.1, you may accept or decline the offer. You can accept our offer by executing the Feed-in Agreement, which will then replace your previous Feed-in Agreement at the Supply Address. If you do not accept the offer by executing the Feed-in Agreement and returning to us within 10 Business Days, the offer will be deemed as declined.
- A12.4 If we elect to make you a new offer under Clause A12.1 and you elect to decline the offer, or if we elect to terminate your Feed-in Agreement under A12.1(ii), effective from the date we reasonably believe the modification occurred:
- (i) any obligations to acquire Renewable Energy Certificates created by the Energy Generation Facility as per Clause A4 are null and void; and
 - (ii) any Feed-in Rate included in your Feed-in Agreement for the purchase of Export Electricity does not apply.
- A12.5 Any Feed-in Rate is subject to change as per the relevant terms and conditions with at least the minimum applicable regulated retailer contribution rate at the time being payable.
- A12.6 Unless stated otherwise in your Feed-in Agreement, we may vary the terms and conditions from time to time and notify you. Any variations to the terms and conditions shall commence from the date the amendments are communicated to you.
- A12.7 If amendments to the Feed-in Agreement are reasonably required due to change in any applicable laws, regulations or codes, then we may make such amendments, which shall commence from the date the amendments are communicated to you or as required under the Applicable Regulation(s).

A13 Liability and Indemnity

- A13.1 We are not responsible for and you accept all risk, in respect of the Energy Generation Facility including its design, sizing, supply, installation, operation, ongoing maintenance and connection to the Distribution Network.
- A13.2 We are not responsible for any act, omission, default, or negligence of any third-party, including PV System Installer or the Distributor.
- A13.3 You agree to the maximum extent allowable under law, to indemnify us against any loss, damage, injury or death suffered as a result of:
- (i) your failure, or the failure of any of your representatives, officers, employees or agents in performing your obligations under this Feed-in Agreement;
 - (ii) any fault arising in regard to the Energy Generation Facility, metering arrangement or connection to the Distribution Network; and
 - (iii) any act, omission, default, or negligence of any third-party, including the Distributor.

A14 Definitions

The following definitions apply in addition to definitions included in Small Customer Terms and Conditions (or Large Customer Terms and Conditions) or your Retail Supply & Feed-in Agreement:

Energy Generation Facility means an electricity generator and/or electricity storage system which is installed at your Supply Address; is correctly connected to the Distribution Network in a manner that provides for up to all the electricity produced by the generator/storage system to be supplied to the Distribution Network; is approved by your Distributor; has the correct metering installed and configured; complies with all Applicable Regulations; and:

- (i) In Victoria up to 100kW capacity and as described in the Applicable Regulations; or
- (ii) In NSW and Queensland means a generator as described in the Applicable Regulations; or
- (iii) In South Australia means a photovoltaic system with capacity up to 10 kVA for a single phase connection and up to 30 kVA for a three phase connection, is operated by a “small customer” and complies with Australian Standard AS 4777; or
- (iv) as otherwise approved by Diamond Energy in writing, following receipt and Diamond Energy review of a customers completed Retail Supply & Feed-in Agreement

Export Electricity means the net electricity produced in kilowatt-hours (kWh) and supplied to the Distribution Network in a given half hour, summed over the Invoicing Period, by the Energy Generation Facility.

Feed-in Agreement means the Feed-in Arrangement incorporated into the Retail Supply & Feed-in Agreement, these Feed-in Terms and Conditions, the Small Customer Terms and Conditions (or Large Customer Terms and Conditions) and any further offer and product information which is related to the Energy Generation Facility at your Supply Address.

Feed-in Arrangement means an arrangement incorporated into the Retail Supply & Feed-in Agreement related to an Energy Generation Facility at you Supply Address.

Feed-in Credit means the credit amount shown on your Invoice arising from the generation of Export Electricity in an Invoicing Period and the application of any eligible Feed-in Rates or Feed-in Tariff as per your Feed-in Agreement.

Feed-in Rate means any additional amount per kWh of Export Electricity in an Invoicing Period for which you are eligible, where stated in the Feed-in Agreement.

Feed-in Tariff means any amount per kWh of Export Electricity in an Invoicing Period for which you are eligible under Applicable Regulations in your State or Territory.

Feed-in Tariff Period means the period during which the relevant feed-in tariff scheme is in operation under the Applicable Regulations I your State or Territory. **Meter Data Provider** means a metering data provider accredited pursuant to the Applicable Regulations.

PV System Installer means the party responsible for the sale and installation of your Energy Generation Facility at your Supply Address.

Renewable Energy Certificates or RECs means either Large Generation Certificates (LGCs) or Small Technology Certificates (STCs) as defined in the Renewable Energy (Electricity) Act 2000 (Cth).

Retail Supply & Feed-in Agreement means the document containing details of our offer to you at your Supply Address including any special terms and conditions related to the Energy Generation Facility installed or to be installed at your Supply Address. In these terms and conditions, the Retail

Supply & Feed-in Agreement will mean the same as Retail Supply Agreement or any other form of agreement that specifically refers to these terms and conditions.

Small-scale Technology Certificates or STC means that as defined under the Renewable Energy (Electricity) Act 2000 (Cth).

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Issued: September 2020