

NRN VPP is an add-on to our readily available single rate or single rate with controlled load residential market offers and is only available through NRN Operations Pty Ltd (ACN 655 636 561) (“NRN”). Diamond Energy Pty Ltd (ABN 97 107 516 334) is an NRN Partner Retailer. The following NRN VPP Terms and Conditions can be read in conjunction with the Diamond Energy Small Customer Terms and Conditions (Market Contract) and form part of the Agreement between Diamond Energy (“us” or “we” or “our”) and an eligible Customer (“you” or “your”).

1. Eligibility Criteria for NRN VPP

- 1.1 Unless otherwise agreed to by us in writing, to be eligible to participate in NRN VPP, you must:
- (i) be a residential Customer with a Supply Address connected to the grid and located in NSW, VIC, SA or Qld (Energex only);
 - (ii) enter into an Agreement with us at the Supply Address;
 - (iii) not have an ABN on your account with us;
 - (iv) have an NRN Solar-PV-Battery System installed pursuant to Table 1 at the Supply Address;
 - (v) have an NRN System Services Agreement confirmed and current with NRN and that you are ready to be activated to participate in NRN VPP;
 - (vi) have a smart meter with appropriate bi-directional interval metering and communications capability operating at the Supply Address;
 - (vii) have a broadband service connected at the Supply Address with an internet modem with a spare Ethernet portal and with Wi-Fi connectivity; and
 - (viii) not have occupants at the Supply Address that are registered to or intended to be registered to use or rely on your NRN Solar-PV-Battery System in connection with lifesaving medical equipment or other critical needs.
- 1.2 If we are unable to confirm your eligibility, you will be unable to participate and if you fail to meet any one or more of the eligibility criteria, at any time, you may lose your participation in the NRN VPP and our readily available market offer will apply.

2. Your Obligations

- 2.1 In addition to maintaining Eligibility Criteria for NRN VPP included in Clause 1, to receive NRN VPP you must also meet the following ongoing obligations:
- (i) Provide your consent to allow us to access and control the operation of the NRN Solar-PV-Battery System at the Supply Address. For example, we may:
 - a) charge part or all of your NRN Solar-PV-Battery System or discharge part or all of it to the national electricity grid at any time; and
 - b) preserve the capacity in the NRN Solar-PV-Battery System so that it can be used for your consumption or discharge to the national electricity grid at times determined by us.
 - (ix) continue to receive our readily available single rate or single rate with controlled load residential market offer in your region;
 - (ii) notify us immediately if any of your details or circumstances change, or if you no longer meet the eligibility criteria;
 - (iii) notify us if you add, or intend to add, additional solar generation or battery storage capacity at the Supply

- Address or if the NRN Solar-PV-Battery System will be unavailable;
 - (iv) notify us if you move or sell the Supply Address and provide us with contact details for the incoming resident or purchaser;
 - (v) take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
 - (vi) comply with the regulatory requirements that apply to you in connection with this Agreement;
 - (vii) take reasonable steps to maximise the generation of electricity by your NRN Solar-PV-Battery System and the amount of sunlight it has access to, including keeping trees, bushes and hedges at the Supply Address trimmed;
 - (viii) not omit to do anything or allow anyone else to do anything (to the extent it is within your control) that would reduce the output of your NRN Solar-PV-Battery System. This includes not erecting or modifying any building or structure (for example, an air conditioner unit or aerial) that would shade it;
 - (ix) provide us access to the Supply Address and NRN Solar-PV-Battery System at reasonable times if we need to access in connection with this Agreement (we will contact you first to organise a suitable time); and
 - (x) notify us and NRN if you identify a fault or problem with your NRN Solar-PV-Battery System within 2 Business Days (in case we have been unable to identify it).
- 2.2 If you do not meet Your Obligations included in Clause 2.1, at our sole discretion, we may suspend any NRN VPP credits, discounts or benefits we provide to you associated with this Agreement until we agree you are meeting those obligations to our satisfaction.

3. Our NRN VPP Agreement to You

- 3.1 Subject to meeting Eligibility Criteria for NRN VPP and Your Obligations, we agree to:
- (i) monitor and measure the amount of electricity from/to your NRN Solar-PV-Battery. If we identify significant underperformance we will notify NRN as soon as is practical;
 - (ii) charge you:
 - a) NRN VPP Charge (cents/day) for access to your NRN Solar-PV-Battery System pursuant to the limits set in Table 1; and
 - b) NRN VPP Consumption Charge (cents/kWh) for the electricity consumed in your property from the NRN Solar-PV-Battery System;
 - (iii) credit you:
 - a) Battery Usage Credit (cents/kWh) for electricity exported to the grid during the hours of 6pm overnight to 6am each day at a rate equal to the maximum applicable Diamond Energy single rate All Day Rate 2 (Balance) (or equivalent); and

- b) NRN VPP Demand Control Credit(s) (cents/day) at the rate included in Table 1 for each approved device that is notified to us by NRN and activated for us to access and control the operation of.
- (iv) discount your electricity usage from the grid with a NRN VPP Grid Usage Discount. The NRN VPP Grid Usage Discount does not apply to daily supply charges and / or controlled load usage charges.
- (v) NRN VPP subject to our use in clause 2.1 (i), we will make reasonable endeavours to set the software we use as part of the NRN VPP to optimise the charging of your battery and to maximise the storage of any excess electricity so that the battery charge is available when you typically use it; and
- (vi) we will make reasonable endeavours to ensure that your power supply will not be interrupted when we access or control your NRN Solar-PV-Battery System and we must only access and discharge it in accordance with the preconditions of the manufacturers' warranty and the User manual and installation guidance (to the extent applicable).

4. Your Agreement with Us

4.1 You agree to:

- (i) acknowledge that the software we use to control your NRN Solar-PV-Battery System may require the installation of additional controller, metering or communication devices that will remain Diamond Energy's or NRN's property. You agree we may install these at your Supply Address. We may remove them at any time. If we cause any damage when we do this, we will arrange for that damage to be repaired to the extent we caused it; and
- (ii) transfer your entitlement to be paid the Feed-in Credit to us. Diamond Energy Standard Feed-in Rate will apply to your electricity account. Any surplus NRN Solar-PV-Battery System electricity not consumed will be exported to the electricity grid and will receive the Feed-in Rate: Diamond Energy Standard Feed-in Rate and will be included on your invoice as a credit amount. An equivalent amount will be also deducted from each invoice which may appear as NRN VPP Export Charge; and
- (iii) authorise us to release the Data to NRN or their Nominated Party, and consent to NRN and their Nominated Party using your Data to deliver the NRN VPP program, including analysing the Data, and that NRN may use your Data to deliver marketing messages to you. You acknowledge that this authorization is irrevocable while you are participating in the NRN VPP; and
- (iv) acknowledge that our remote access and control may mean there will be less capacity available in the NRN battery for your household usage from time to time; and
- (v) We may be notified by NRN to cancel your participation in the NRN VPP; and
- (vi) You may cancel your election to participate in the NRN VPP at any time by notice to. We will then notify NRN of your intent; and

- (vii) If your participation in the NRN VPP is cancelled, the NRN VPP will be removed from your account at the end of a billing period to be notified by us. Whilst you remain a customer of us, you will continue to receive our readily available market offer in your region and we will notify you and any changes to your billing period.

5. General Terms

- 5.1 Unless otherwise notified by us in writing, the NRN VPP add on continues for the period of your Agreement with us.
- 5.2 NRN VPP is not available with any Diamond Energy special or promotional offers, unless agreed in writing by us.
- 5.3 We reserve the right to end the NRN VPP add on to you at any time, at our sole discretion, by providing you notice after which you will remain our customer on our readily available market offer, unless otherwise agreed in writing by us.
- 5.4 **If you have not paid your Diamond Energy bill, in full, within seven (7) days of its Due Date, at our sole discretion, we will remove the NRN VPP add on effective from the last date of that billing period.**
- 5.5 The NRN Solar-PV-Battery system requires a live connection to the electricity grid to operate correctly. Where the NRN NRN Solar-PV-Battery System is not available, shutdown or deactivated for any period of time, you may not receive any NRN VPP add on credits, discounts or other benefits.
- 5.6 Subject to Clause 2 and Clause 4, we accept liability to you to the extent we cause that loss or damage because we breach this Agreement. However, to the extent permitted by law, we're not liable to you for any:
 - (i) loss or damage in connection with or arising out of this Agreement, including our control or access to the NRN Solar-PV-Battery System;
 - (ii) Excluded Loss;
 - (iii) loss or damage to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss or damage.
- 5.7 We must comply with the regulatory requirements which apply to us in connection with this Agreement.
- 5.8 We are a licensed electricity retailer. You can contact the Referral Agent (NRN) regarding any issue relating to the financing, under the NRN VPP.

6. Adjustment of Charges

- 6.1 On 1st July each calendar year we may adjust the NRN VPP Charge by the greater of the percentage increase in the Consumer Price Index or 1.4%. We will provide you notice of any changes in Charges consistent with this Agreement.

7. Variation to Terms and Conditions

- 7.1 We may vary these NRN VPP Terms and Condition by providing you one months' notice;
 - (i) if a Change of Law which affects these terms and conditions or our performance of it occurs; or
 - (ii) if there is no detriment to you; or
 - (iii) if there is material detriment, if you agree to the change by not terminating your involvement in the NRN VPP add agreement after we give you notice.

8. Termination

- 8.1 You may only end this NRN VPP add on agreement if:
 - (i) you give us written notice; or
 - (ii) we give you notice of a proposed variation to this Agreement which has a detriment to you and you do not accept that variation by terminating this Agreement.
- 8.2 We may end this your involvement in NRN VPP add on agreement if:
 - (i) you breach this Agreement;
 - (ii) you sell or move out of the Supply Address;
 - (iii) you no longer meet the eligibility criteria; or
 - (iv) you are breach of your obligations; or
 - (v) by giving you 5 days notice if we decide not to continue with NRN VPP for you or not to offer a similar ongoing product.

9. Additional Definitions

- 9.1 Battery Usable Capacity means the usable storage capacity of the installed NRN Solar-PV-Battery System in kWh.
- 9.2 NRN Solar-PV-Battery System means the solar, battery, inverter system with controller and metering installed by NRN at your Supply Address.
- 9.3 Solar Capacity means the kW peak capacity of the installed NRN Solar-PV-Battery System.
- 9.4 Consumer Price Index means the Consumer Price Index (All Groups) index number for the weighted average of the eight Australian capital cities as published by the Australian Bureau of Statistics (or, if that index is no longer published, such other index reasonably nominated by us which is similar in scope and operation to the Consumer Price Index (All Groups) for the eight capital cities).

9.5 Data means the Supply Address, your name, your meter data and your contact details which is to be shared to enable your participation in the NRN VPP.

9.6 Excluded Loss means:

- (i) loss of profit, revenue or anticipated savings;
- (ii) loss or denial of opportunity;
- (iii) loss of access to markets;
- (iv) damage to credit rating or goodwill;
- (v) damage or loss of operative capacity to the NRN Solar-PV-Battery System;
- (vi) financing costs;
- (vii) special, incidental or punitive damages; or
- (viii) any loss or damage arising from special circumstances that are outside the ordinary course of things, such as grid outages, however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence or breach of law or contract).

Contact Details

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Table 1: NRN Solar-PV-Battery System Charges

The applicable NRN VPP Charge will based on the Solar Capacity and Battery Usable Capacity notified to us by NRN effective from October 2023.

NRN Solar-PV-Battery System	Block 1	Block 2	Block 3	Block 4
Max Solar Capacity range, kW	< = 7	< = 10	< = 13	< = 18
Max Battery Usable Capacity range, kWh	< = 10	< = 10	< = 16	< = 20
Max Inverter Size, kW	5	8	10	15
NRN VPP Charge, \$ / day (inclusive of GST)	\$2.761	\$3.399	\$4.779	\$6.373
NRN VPP Demand Control Credits, \$ / day per device (inclusive of GST)	\$0.10	\$0.10	\$0.10	\$0.10

Effective: October 2023