

LAVO EAAS is an add-on to our readily available residential market offer and is only available through LAVO (AUS) Pty Ltd (ACN 641 290 637) ("LAVO") and Diamond Energy Pty Ltd (ABN 97 107 516 334). The following LAVO EAAS 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 LAVO EAAS

1.1 Unless otherwise agreed to by us in writing, to be eligible to participate in LAVO EAAS, you must:

- (i) be a residential Customer with a Supply Address connected to the grid and located in NSW, VIC or Qld (Energen only);
- (ii) enter into an Agreement with us at the Supply Address;
- (iii) not have an ABN on your account with us;
- (iv) have a LAVO Solar-PV-Battery System installed at the Supply Address;
- (v) have a LAVO Energy as a Service Lease Agreement ("LAVO EAAS Agreement") current. LAVO will confirm the status of your LAVO EAAS Agreement and which LAVO EAAS Plan Type pursuant to Table 1 applies;
- (vi) have our Solar iTrack unit installed and "activated" to control the LAVO Solar-PV-Battery System at the Supply Address;
- (vii) have a smart meter with appropriate bi-directional interval metering and communications capability operating at the Supply Address;
- (viii) have a broadband service connected at the Supply Address with an internet modem with a spare Ethernet port and with Wi-Fi connectivity; and
- (ix) not have occupants at the Supply Address that are registered to or intended to be registered to use or rely on your LAVO 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 access our LAVO EAAS add on and we will notify LAVO accordingly. If you remain our customer, our readily available market offer will apply.

2. Your Obligations

2.1 In addition to maintaining Eligibility Criteria for LAVO EAAS included in Clause 1, to receive LAVO EAAS add on you must also meet the following ongoing obligations:

- (i) Provide us ongoing access and control to the operation of the LAVO Solar-PV-Battery System at the Supply Address. For example, we may:
 - a) charge part or all of your LAVO 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 LAVO 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.
- (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 LAVO 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 LAVO 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 LAVO 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 LAVO 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 LAVO if you identify a fault or problem with your LAVO Solar-PV-Battery System within 2 Business Days (in case we have been unable to identify it).

3. Our Agreement to You

3.1 Subject to meeting Eligibility Criteria for LAVO EAAS and Your Obligations, we agree to:

- (i) monitor and measure the amount of electricity from/to your LAVO Solar-PV-Battery. If we identify significant underperformance we will notify LAVO as soon as is practical;
- (ii) issue you bills monthly once your metering system allows. By notifying us, you can request us to amend your billing frequency to quarterly.
- (iii) Charge you the following pursuant to Table 1 if Diamond Energy is the FRMP for the Supply Address:
 - a) **LAVO Green Plan Service Fee** (\$/day) for access to your LAVO Solar-PV-Battery System; and
 - b) **LAVO Green Plan Base Charge** and **LAVO Green Plan Balance Charge** (\$/kWh) for the electricity consumed in your property from the LAVO Solar-PV-Battery System; and
 - c) **LAVO Solar Feed-in VPP Charge**; and
 - d) **Metering and Data Charge** (\$/day) for the installation of an additional Generation Meter with ongoing communications capability.
- (iv) Charge you the following pursuant to Table 1 if Diamond Energy is not the FRMP for the Supply Address:

- a) **LAVO Green Plan Service Fee** (\$/day) for access to your LAVO Solar-PV-Battery System; and
 - b) **LAVO System Usage Charge** (\$/kWh) for the electricity generated from the LAVO Solar-PV-Battery System; and
 - c) **Metering and Data Charge** (\$/day) for the installation of an additional Generation Meter with ongoing communications capability.
- (v) If Diamond Energy has been FRMP at the Supply Address and you chose to switch to an alternative electricity retailer, we will close your Account and establish a new Account with us and then charge you in accordance with clause 3.1 (iv). Please note that an additional Establishment Fee will also apply for this new Account.
 - (vi) LAVO EAAS subject to our use in clause 2.1 (i), we will make reasonable endeavours to set the software we use as part of the LAVO EAAS 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
 - (vii) we will make reasonable endeavours to ensure that your power supply will not be interrupted when we access or control your LAVO 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 LAVO Solar-PV-Battery System may require the installation of additional controller, metering or communication devices that will remain Diamond Energy's or LAVO'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 LAVO 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 LAVO Solar Feed-in VPP Charge; and
 - (iii) authorise us to release the Data to LAVO or their Nominated Party, and consent to LAVO and their Nominated Party using your Data to deliver the LAVO EAAS program, including analysing the Data, and that LAVO may use your Data to deliver marketing messages to you. You acknowledge that this authorization is irrevocable while you are participating in the LAVO EAAS; and
 - (iv) acknowledge that our remote access and control may mean there will be less capacity available in the LAVO battery for your household usage from time to time; and
 - (v) We may be notified by LAVO to cancel your participation in the LAVO EAAS; and
 - (vi) You may cancel your election to participate in the LAVO EAAS at any time by notice to us. We will then notify LAVO of your intent; and
 - (vii) If your participation in the LAVO EAAS is cancelled, the LAVO EAAS 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, LAVO EAAS is available for new participants until 31st December 2024.
 - 5.2 Unless otherwise notified by us in writing, the LAVO EAAS add on continues for the period of your Agreement with us.
 - 5.3 If you terminate your agreement with LAVO, we will require notification from LAVO to end your LAVO EAAS add-on including the date in which the LAVO EAAS add on is to no longer apply from. We will issue you a bill to this date. If you remain a customer, our readily available market offer will apply.
 - 5.4 We reserve the right to end the LAVO EAAS 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.
 - 5.5 We may alter, amend or introduce addition LAVO EAAS Plan Types pursuant to Table 1 by providing you notice.
 - 5.6 LAVO EAAS is not available with any Diamond Energy special or promotional offers, unless agreed in writing by us.
 - 5.7 The LAVO Solar-PV-Battery system requires a live connection to the electricity grid to operate correctly. Where the LAVO Solar-PV-Battery System is not available, shutdown or deactivated for any period of time, you may continue to receive LAVO EAAS charges as the apply in clause 3.
 - 5.8 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 LAVO 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.
 - 5.9 We must comply with the regulatory requirements which apply to us in connection with this Agreement.
 - 5.10 We are a licensed electricity retailer. You can contact the Referral Agent (LAVO) regarding any issue relating to the financing, under the LAVO EAAS Agreement.
 - 5.11 We may vary these LAVO EAAS Terms and Condition by providing you notice.

LAVO EAAS Terms & Conditions

6. Additional Definitions

- 6.1 LAVO Solar-PV-Battery System means the solar, battery, inverter system with controller and metering installed by LAVO at your Supply Address.
- 6.2 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 LAVO EAAS.
- 6.3 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 LAVO 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

Diamond Energy Pty Ltd
 101 Greville Street, Prahran VIC 3181
 telephone: 1300 838 009
 facsimile: 03 9006 9031
 email: customerservice@diamond-energy.com
 website: www.diamondenergy.com.au

Table 1: LAVO EAAS Details

LAVO EAAS includes a Basic and Premium add-on for the case that Diamond Energy is the FRMP for the Supply Address and for the case that Diamond Energy is not FRMP. The details are included below with all charges inclusive of GST:

LAVO EAAS Plan Type	Diamond Energy is FRMP and LAVO EAAS Agreement applies		Diamond Energy is NOT FRMP and LAVO EAAS Agreement applies	
	BASIC	PREMIUM	BASIC	PREMIUM
Billing Frequency	Monthly	Monthly	Monthly	Monthly
Establishment Fee*	As per Diamond Standard	As per Diamond Standard	As per Diamond Standard	As per Diamond Standard
LAVO Green Plan Base Charge	\$0/kWh	\$0/kWh	-	-
LAVO Green Plan Cap	13.3kWh per day (~ 400kWh per month)	26.6kWh per day (~ 800kWh per month)	-	-
LAVO Green Plan Balance Charge	\$0.25/kWh	\$0.25/kWh	-	-
LAVO System Usage Charge	-	-	\$0.25/kWh	\$0.25/kWh
LAVO Green Plan Service Fee	\$3.25/day (~ \$99.00 per month)	\$6.54/day (~ \$199.00 per month)	\$0.80/day	\$0.80/day
LAVO Solar Feed-in VPP Charge	Equal to Feed-in Credit payment, as applicable	Equal to Feed-in Credit payment, as applicable	Not Applicable	Not Applicable
Metering & Data Charge	\$0.60/day	\$0.60/day	\$0.60/day	\$0.60/day

* Establishment Fee will also apply if customer switches electricity supply from Diamond to an alternate electricity retailer.

Effective: October 2023