Discover Energy
Virtual Power Plant
Service Agreement

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1. INTRODUCTION

1.1. Purpose of this Agreement

This Virtual Power Plant Service Agreement ("Agreement") sets out the terms and conditions under which Discover Energy Pty Ltd ("Discover Energy", "we", "us" or "our") provides Virtual Power Plant ("VPP") participation services to you ("Customer", "you" or "your").

This Agreement governs your participation in the Discover Energy VPP program and applies in addition to:

(a) your electricity retail agreement with Discover Energy or another electricity retailer;

(b) any solar, battery or hardware finance agreement; and

(c) your connection agreement with your Distributor.

1.2. Nature of the VPP Services

The Discover Energy VPP enables eligible Systems and associated energy devices to be coordinated and operated remotely for purposes including:

(a) reducing electricity demand during peak periods;

(b) exporting electricity to the grid;

(c) improving network stability and reliability;

(d) participating in wholesale energy and ancillary service markets;

(e) supporting renewable energy integration; and

(f) providing energy management services to you.

1.3. Term and Acceptance of this Agreement

(1) Subject to you meeting the eligibility requirements in clause 2.1, the VPP Services will commence on the later of:

(a) you accept this Agreement online; and

(b) your eligible System is enrolled in the VPP Program.

(the "Acceptance Date").

(2) This Agreement will commence on the Acceptance Date and continue on an ongoing basis unless and until terminated in accordance with this Agreement (the "Term").

(3) Any minimum term applicable to the VPP Services shall be subject to and determined in accordance with the Energy Plan, which is hereby incorporated by reference and constitutes an integral part of this Agreement. The Energy Plan will prevail to the extent of any inconsistency with these terms.

2. ELIGIBILITY

2.1. Eligibility Requirements

To participate in the VPP program, you must:

(a) be the owner or authorised occupier of the Supply Address;

(b) have an eligible System approved by Discover Energy;

(c) enter into an electricity retail agreement with us if you do not already have such an agreement with us;

(d) not be participating in another VPP program;

(e) maintain an active internet connection or telecommunications service capable of supporting VPP communications;

(f) maintain an active electricity connection at the Supply Address;

(g) comply with all technical, regulatory and distributor requirements applicable to your System;

(h) ensure that the System is installed and maintained according to any manufacturer requirements and documents;

(i) provide all information reasonably required by us to establish and operate the VPP;

(j) confirm that no person residing, or intending to reside, at the Supply Address relies on registered Life Support Equipment or has life support protections recorded with the relevant Distributor or us; and

(k) satisfy any additional eligibility criteria specified in your Energy Plan or as otherwise reasonably advised by us from time to time.

For safety and operational reasons, premises registered as requiring Life Support Equipment are not eligible to participate in the VPP program unless otherwise approved by us in writing.

2.2. Ongoing Eligibility

You must continue to satisfy the eligibility requirements throughout your participation in the VPP. If you cease to satisfy any of the Eligibility Requirements, we may exercise our rights under clause 10.1 or clause 10.4.

3. VPP Services and VPP Events

3.1. Scope of Services

(1) Under this Agreement, you consent to and authorise us and our authorised service providers to:

(a) remotely monitor, control and optimise your System and connected devices;

(b) charge or discharge your System;

(c) export electricity to the grid;

(d) participate in electricity, demand response or ancillary service markets;

(e) coordinate energy usage or storage across participating systems;

(f) provide energy optimisation services;

(g) issue software or firmware updates; and

(h) perform any other services reasonably connected with operation of the VPP,

("VPP Services").

(2) We will use reasonable endeavours to provide the VPP Services on a continuous basis during the Term, except during periods of planned maintenance, Force Majeure Events, Updates installed under clause 8.2, suspension under clause 10.1, or other circumstances reasonably outside our control.

3.2. VPP Events

(1) You acknowledge that the VPP Services may impact the electricity available to you, including with respect to a VPP Event and you may not have control over the System during the VPP Event.

(2) We will use reasonable endeavours to minimise the impact of a VPP Event.

3.3. Customer Energy Access

(1) We will use reasonable endeavours to maintain sufficient battery reserve levels for ordinary household usage.

(2) However, you acknowledge and agree that:

(a) battery charge levels may vary;

(b) exports may occur automatically;

(c) battery operation may be optimised for VPP purposes;

(d) backup power functionality may be affected during VPP Events; and

(e) minimum reserve levels may not always be maintained during emergencies, outages or network events.

3.4. Other batteries and systems at the Supply Address

(1) You must notify us if there is, or you intend to install, any battery storage system at the Supply Address in addition to the System.

(2) Where there is more than one battery storage system at the Supply Address:

(a) we will use reasonable endeavours to confine the VPP Services to the System;

(b) you acknowledge and agree that we cannot guarantee that the VPP Services will not cause any other battery at the Supply Address to charge, discharge or otherwise alter its operating state; and

(c) we are not responsible for any impact the VPP Services may have on the operation, performance or warranty of any battery at the Supply Address.

(3) We may decline to provide, or may suspend or terminate, the VPP Services in respect of the System if another battery storage system at the Supply Address is, or becomes, enrolled in any virtual power plant program (whether ours or a third party's).

3.5. No Guaranteed Savings

(1) While participation in the VPP Program may reduce your electricity costs or generate credits, we do not guarantee:

(a) bill savings;

(b) feed-in tariff levels;

(c) financial returns;

(d) wholesale market revenue;

(e) battery performance outcomes; or

(f) uninterrupted backup power availability.

(2) Actual outcomes will depend on:

(a) energy usage;

(b) market conditions;

(c) weather;

(d) network constraints;

(e) battery availability;

(f) electricity prices; and

(g) operational factors outside our control.

4. PAYMENTS, CREDITS, AND BENEFITS

4.1. VPP Benefits

Subject to clause 4.2, we will pay you the VPP Benefits set out in the Energy Plan.

4.2. Payment Conditions

(1) Payments of the VPP Benefits is subject to your compliance with this Agreement and on ensuring that, in respect of each period for which a VPP Benefit is calculated:

(a) the System is Available for the VPP Services for at least 90% of the period (or such other percentage as is specified in the Energy Plan);

(b) the System meets the minimum export performance requirements specified in the Energy Plan; and

(c) the System maintains communications connectivity with us, with no continuous offline period exceeding 48 hours (or such other period as is specified in the Energy Plan).

(2) We may reduce, withhold or reverse the application of the VPP Benefits if:

(a) the System is offline or otherwise disconnected from any internet or communication link;

(b) you interfere with and otherwise prevent us from undertaking the VPP Services;

(c) the System is or becomes defective;

(d) you do not meet the eligibility requirements; or

(e) where we identify that the VPP Benefits were made in error.

(3) We will provide to you reasonable notice in writing with reasoning for our decision where we seek to reduce, withhold or reverse any VPP Benefits.

4.3. Government Benefits

(1) You may be entitled to receive Government Benefits in connection with your participation in the VPP Program as generated through the VPP Services.

(2) If you participate in any Energy Plan that requests us to apply for any Government Benefits on behalf of you, you hereby authorise us, or a third party acting as our agent, to apply for Government Benefits in your name and receive payment and grant of, or right and title to, the relevant Government Benefits. Where required under Applicable Laws, we will pass the value of the Government Benefits to you as specified in the Energy Plan.

4.4. GST and tax invoices

You hereby confirm that either:

(1) you are not registered for GST, in which case we will send you statements regarding any payments made to you, and we both hereby agree that no invoice will be issued by either of us in respect of these payments or the relevant supplies; or

(2) you are registered for GST, in which case:

(a) in respect of all goods or services supplied under this Agreement, you hereby authorise us to issue you with recipient created tax invoices and agree that you will not issue any tax invoices; and

(b) you must notify us if you cease to be registered for GST, and we must notify you if we cease to be registered for GST.

5. YOUR OBLIGATIONS

(1) You must:

(a) maintain the System in good working order and otherwise in accordance with the manufacturer's requirements and documents;

(b) maintain internet and telecommunications connectivity required for the System to be Available;

(c) not tamper with or disable VPP communications systems;

(d) comply with reasonable technical directions issued by Discover Energy;

(e) promptly notify us of:

- System faults;
- ownership changes;
- changes to occupancy at the Supply Address;
- internet outages affecting the System;
- any material changes to your electricity consumption at the Supply Address; or
- modifications to the System;

(f) ensure the System remains compliant with Applicable Laws;

(g) not intentionally interfere with the VPP Program and the VPP Services; and

(h) provide complete and accurate information.

(2) Where there is an ownership change of the System or Supply Address or otherwise any change in the occupancy of the Supply Address, you must notify the relevant person of their obligations and rights under this Agreement and comply with our reasonable directions, which may include requiring the relevant person to enter into an agreement with us on similar terms to this Agreement.

(3) Where we require access to the Supply Address to inspect the System or install or monitor any inverter or other monitoring device we have installed, you must provide safe and unhindered access. We will give you reasonable advance notice and work with you to agree an acceptable date and time (except where we require access to deal with a safety, emergency or health issue).

(4) You acknowledge that you are responsible for making your own enquiries about how the VPP Services may impact:

(a) any electricity retail agreement you have with us or any other retailer;

(b) any manufacturer warranty or installer warranty applicable to the System or any component of the System;

(c) your connection agreement with your Distributor and any export limits or dynamic operating envelopes that apply to the Supply Address;

(d) any feed-in tariff payable to you (whether by us or by another retailer); and

(e) any other agreement, scheme, rebate or arrangement under which you receive a benefit in connection with the System or your electricity consumption at the Supply Address,

and you agree that we are not responsible for any impact the VPP Services may have on any of those matters.

6. AUTHORITY TO ACT ON YOUR BEHALF

(1) You appoint us as your representative, and authorise us, to deal with the following persons on your behalf in connection with the VPP Program and the VPP Services:

(a) your Distributor;

(b) AEMO;

(c) the Clean Energy Regulator and any Accredited Certificate Provider;

(d) any government agency administering a scheme under which you may be entitled to a Government Benefit;

(e) any manufacturer or installer of the System; and

(f) any provider of software or services used in connection with the operation of the VPP.

(2) The authority granted under clause 6(1) includes authority to:

(a) make, vary, renew or withdraw any connection application or connection agreement in respect of the Supply Address or the System (including any application for a dynamic operating envelope or export limit variation);

(b) obtain information from any person listed in clause 6(1) about your eligibility for the VPP Services, the System, your connection arrangements, your metering installation, or any other matter relevant to the VPP Services;

(c) apply for, claim, receive and assign Government Benefits in your name in accordance with clause 4.3; and

(d) do any other thing reasonably necessary to give effect to this Agreement.

7. DATA, MONITORING AND PRIVACY

7.1. Consent to collection and transmission

You consent to:

(a) the transmission of Data from the System to us (and our authorised service providers) on a continuous basis during the Term; and

(b) our access to and use of any Data recorded by or in relation to the System before the Acceptance Date, to the extent necessary to assess your eligibility for the VPP Program, to enrol your System, or to calculate any VPP Benefit or Government Benefit.

7.2. Use of Data

We will collect, hold, use and disclose Data in connection with the VPP Services for purposes including:

(a) providing the VPP Program and VPP Services;

(b) calculating, paying and verifying the VPP Benefits and Government Benefits;

(c) monitoring, diagnosing and optimising the performance of the System and the VPP;

(d) complying with our obligations under Applicable Laws and any directions of regulators, AEMO or your Distributor;

(e) settlement, reconciliation and reporting in relation to wholesale electricity, FCAS, demand response and ancillary services markets;

(f) our internal business purposes, including product development, service improvement, market research and analytics; and

(g) any other purpose to which you have consented or which is otherwise permitted under Applicable Laws.

7.3. Disclosure of Data

To the extent we require consent pursuant to applicable law, you consent to our disclosure of Data to:

(a) our related group companies, employees, contractors and authorised service providers;

(b) the manufacturer or installer of the System, or any provider of software or hardware used to monitor or control the System;

(c) AEMO, the Clean Energy Regulator, your Distributor, any Accredited Certificate Provider, and any other person to whom disclosure is required or permitted under Applicable Laws or any government, regulatory or certificate scheme;

(d) any other electricity retailer to whom we transfer your account in accordance with this Agreement; and

(e) any prospective purchaser or assignee of all or part of our retail or VPP business, subject to reasonable confidentiality arrangements.

7.4. Personal information

To the extent that Data contains, or is capable of being linked to, your personal information:

(a) we will handle that personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and our privacy policy (available on our Website);

(b) our privacy policy sets out further information about how we collect, hold, use and disclose personal information, how you can access and seek correction of that information, and how you can make a privacy complaint; and

(c) you have the rights set out in our privacy policy in respect of access to, and correction of, your personal information.

7.5. Intellectual Property

(1) You acknowledge and agree that we retain all rights, title and interest in all the Discover Energy IP.

(2) We acknowledge and agree that you retain all rights, title and interest in Your IP. You grant to us a non-exclusive, payment-free licence during the Term to Your IP as necessary for us to comply with our obligations under this Agreement.

(3) All of the Intellectual Property Rights developed or created by us during this Agreement vest in us immediately upon creation and you assign all right, title and interest in such Intellectual Property Rights to us.

8. SYSTEM PERFORMANCE AND WARRANTIES

8.1. Manufacturer Warranties

Equipment warranties are provided by the relevant manufacturer or installer unless expressly stated otherwise. You acknowledge and agree that:

(a) Discover Energy does not provide any additional warranties in relation to the System or any equipment; and

(b) VPP Events may result in additional cycling which can have an effect on the System.

8.2. Software Updates

(1) We may remotely install updates, patches or configuration changes to the System ("Updates") where reasonably necessary for:

(a) cybersecurity;

(b) operational integrity;

(c) regulatory compliance;

(d) system optimisation; or

(e) VPP functionality.

(2) Where we install Updates, we will use reasonable endeavours to minimise disruption to your electricity supply and ensure the functionality of the System is not materially diminished.

9. LIABILITY

9.1. Disclaimer of warranties

(1) Subject to clause 9.4 and to the maximum extent permitted by law, and except as expressly set out in this Agreement:

(a) we disclaim and exclude all warranties, representations, guarantees, terms, conditions or statements, whether express, implied, statutory or otherwise arising howsoever in relation to this Agreement;

(b) we are not responsible for any incompatibility between the VPP Services and any third party software or hardware;

(c) we are not responsible for any property damage to the System and the property at the Supply Address caused by the VPP Services; and

(d) we do not make any representation or warranty as to the effect of the VPP Services on your System's health; and

(e) we are not responsible for any reduction in your System's performance except to the extent such reduction is a result of our negligence.

(2) You acknowledge and agree that we do not guarantee that you will receive a specific level of savings or benefit from participating in the VPP Program and any information about savings and market revenues that may have been provided to you are an estimate only.

9.2. Limitation of Liability

(1) Subject to clauses 9.3 and 9.4:

(a) we will not be liable to you for any indirect or consequential loss including but not limited to loss of profit, opportunity, revenue or anticipated savings; and

(b) our total aggregate liability to you arising out of or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise is limited to the greater of $1,000 and the total amount of VPP Benefits actually received by you from us in the 12 months immediately preceding the event giving rise to the liability.

9.3. Exclusions

The exclusions and liabilities contained in clauses 9.1 and 9.2 do not apply to our fraudulent misrepresentation, wilful misconduct or any liability that cannot lawfully be excluded or limited.

9.4. Australian Consumer Law

(1) You may have rights under the Australian Consumer Law that cannot be excluded, restricted or modified by this Agreement. Nothing in this Agreement excludes, restricts or modifies any such rights.

(2) To the extent permitted under the Australian Consumer Law, our liability for a breach of a consumer guarantee in relation to the VPP Services is limited to the resupply of the VPP Services or the payment of the cost of having them resupplied.

10. SUSPENSION AND TERMINATION

10.1. Suspension of VPP Participation

(1) We may suspend your participation in the VPP Program, in whole or in part, immediately with notice where we believe it is reasonably necessary for operational, technical, safety, commercial or regulatory reasons.

(2) During a suspension period:

(a) the VPP Services will be unavailable;

(b) VPP Benefits and Government Benefits may be reduced or withheld; and

(c) remote control functionality of the System may be limited or disabled.

(3) We will use reasonable endeavours to restore participation once the relevant issue is resolved as soon as practicable, where restoration is reasonably practicable.

10.2. Termination by You

(1) Subject to clause 10.3, you may terminate this Agreement at any time without cause by providing at least 10 Business Days' notice to us, unless another notice period is specified in your Energy Plan.

(2) Notwithstanding anything else in this Agreement, if your Energy Plan specifies a cooling off period, then, in addition to your rights under clause 10.2(1), you may terminate this Agreement during the cooling off period.

(3) You may terminate this Agreement with immediate effect by written notice to us if:

(a) we commit a material breach of this Agreement which is not remedied within 14 days of receiving notice of the breach; or

(b) we commit a material breach of this Agreement which is not capable of remedy.

(4) Termination of this Agreement does not automatically terminate:

(a) your electricity retail agreement;

(b) any finance agreement with us;

(c) equipment lease agreement with us; or

(d) solar or battery installation agreement with us,

unless expressly stated in those agreements.

10.3. Early Termination Fees

(1) Where you terminate in accordance with clause 10.2(1) or clause 10.2(2), early termination fees or repayment obligations may apply where:

(a) you received:

- subsidised equipment;
- installation incentives;
- Government Benefits;
- sign-up credits; or
- promotional VPP incentives;

(b) your Energy Plan specifies:

- a minimum participation period;
- a fixed benefit period; or
- an early exit fee arrangement; or

(c) we incurred unrecovered setup, installation or onboarding costs associated with your participation in the VPP Program.

(2) Any applicable exit fee, repayment obligation or minimum participation period will be disclosed in your Energy Plan or otherwise notified to you before this Agreement commences.

10.4. Termination by Discover Energy

(1) We may terminate this Agreement by giving you at least 30 days' written notice where we determine, acting reasonably, that the VPP Program is no longer viable or where we intend to transition into a new arrangement (in which case, we will invite you to transition onto the new arrangement).

(2) We may terminate this Agreement with immediate effect by written notice to you if:

(a) you commit a material breach of this Agreement which is not remedied within 14 days of receiving notice of the breach;

(b) you commit a material breach of this Agreement which is not capable of remedy;

(c) you no longer meet the Eligibility Requirements; or

(d) if your electricity retail agreement with us ends for any reason or you otherwise switch to another electricity retailer.

(3) For the purposes of clause 10.4(2), a material breach of this Agreement by you includes but is not limited to:

(a) where you have or we reasonably believe that you have tampered, interfered with, disabled or otherwise bypassed any VPP communication systems, metering systems or remote control functionality without our prior written consent;

(b) the System is not available for a continuous period of 30 days or more;

(c) your Supply Address is disconnected from the electricity network for an extended period (except where such disconnection is caused by as a result of our breach under the electricity retail agreement); and

(d) you register or intend to register Life Support Equipment at the Supply Address.

10.5. Effect of Termination

(1) Upon termination or expiry of this Agreement:

(a) the VPP Services will cease and you will no longer participate in the VPP Program;

(b) we will pay you any VPP Benefits and Government Benefit that has accrued up to the date of termination;

(c) you must pay to us any early termination fee or other repayment obligation in accordance with clause 10.3;

(d) you must grant us safe and unhindered access to the Supply Address to remove any equipment we have installed as part of the VPP Services; and

(e) your associated Energy Plan will end, we will provide you with written notice and may offer you a new energy plan without the VPP Services. If you do not accept the new energy plan offer or if no new energy plan is offered, we will give you 30 days prior written notice before moving you onto the relevant standard offer applicable to you.

(2) Termination or expiry of this Agreement does not affect:

(a) accrued rights or liabilities; and

(b) outstanding payment obligations; or

(c) clauses 7, 9, 10.3, 10.5, 11, 12 and 13, or any provisions of this Agreement that expressly or by implication are intended to come into, or continue, in force on or after termination or expiry.

11. GENERAL

11.1. Notices and Communications

(1) Unless otherwise permitted under applicable laws, notices, communications and invoices under this Agreement must be provided in writing and may be delivered:

(a) by hand;

(b) by post;

(c) by email; or

(d) by another electronic communication method permitted by law,

and may be sent:

(e) to the last address or email address nominated by you; or

(f) to a person authorised by you to receive communications on your behalf.

(2) Where applicable and permitted under regulatory requirements, we will use your preferred communication method if you are affected by family violence or have notified us of special communication requirements.

11.2. Force Majeure Event

(1) If we are unable to perform an obligation under this Agreement because of an event outside our reasonable control (“Force Majeure Event”):

(a) the affected obligation will be suspended to the extent it is impacted by the Force Majeure Event for the duration of that event; and

(b) we must notify you as soon as reasonably practicable, including details of:

- the nature of the Force Majeure Event;

- the obligations affected;
- the expected duration of the event, where known;
- the extent of the impact on performance; and
- the steps being taken to minimise or overcome the effects of the event.

(2) We must use reasonable endeavours to:

(a) minimise the impact of the Force Majeure Event; and

(b) resume performance of the affected obligations as soon as reasonably practicable.

(3) Nothing in this clause requires either party to settle or resolve an industrial dispute in a manner contrary to its preferred position or commercial interests.

(4) Either you or we can terminate this Agreement on written notice if a Force Majeure Event continues for more than 30 days.

11.3. Amendments

(1) We may vary this Agreement from time to time by providing prior written notice to you where the variation is:

(a) necessary to comply with Applicable Laws, regulatory requirements or industry rules;

(b) to make administrative or typographical changes or other changes that do not materially affect your rights and obligations; or

(c) requested by you or otherwise agreed between you and us.

(2) After we provide notice of the amended terms of this Agreement, the changes will take effect from the date specified in the notice.

(3) You may end this Agreement in accordance with clause 10.2(1).

11.4. Assignment

(1) Subject to Applicable Laws, we may assign, transfer or novate this Agreement, in whole or in part, without your prior consent:

(a) to a related entity; or

(b) to a person or entity that acquires all or substantially all of our business.

(2) You may not assign, transfer or otherwise deal with your rights or obligations under this Agreement without our prior written consent.

11.5. Governing law and jurisdiction

This Agreement is governed by the laws applying in the State or Territory where your Supply Address is located.

11.6. Severability

(a) A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

(b) If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected.

12. COMPLAINTS AND EMERGENCIES

12.1. Complaints and Feedback

(1) If you have a question, complaint, dispute or concern relating to this Agreement, you may contact us:

Discover Energy Pty Ltd
ABN 20 619 204 750
Level 3, 2 Banfield Road
Macquarie Park NSW 2113

Phone: 1300 658 519
Email: customerservice@discoverenergy.com.au

(2) We will manage complaints in accordance with:

(a) our complaints and dispute resolution policy (a copy of which is available on our Website); and

(b) Applicable Laws.

(3) We will respond to your complaint within the timeframes set out in our complaints and dispute resolution policy and will advise you:

(a) of the outcome of the complaint; and

(b) of your right to refer the matter to the energy ombudsman where you Supply Address is located if you remain dissatisfied with our response.

13. DEFINITIONS AND INTERPRETATION

13.1. Definitions

In this Agreement, capitalised terms have the meaning given to it in the terms above and:

AEMO means the Australian Energy Market Operator.

Applicable Laws means all applicable laws, regulations, codes, rules, determinations, regulatory instruments and legal binding requirements relating to the provision of the VPP Services at the Supply Address.

Australian Consumer Law means schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Available means, in respect of the System, that the System is installed and operational at the Supply Address, connected to an active electricity supply, and able to be remotely monitored and controlled by us.

Data means all data in relation to the System which includes but is not limited to details about your electricity usage, solar generation, battery charging and discharging, exports and imports and any other information which may be transmitted to us in connection with the VPP Services.

Discover Energy IP means all Materials owned or licensed by us or our related bodies corporate (as defined under section 50AA of the *Corporations Act 2001* (Cth)) which are created or derived prior to or independently of this Agreement by or on behalf of You and all improvements.

Distributor means the electricity distribution network service provider responsible for the distribution network connected to your Supply Address.

Energy Plan means the retail electricity supply plan offered by us to and accepted by a Customer, setting out the applicable tariff structure (including usage rates, supply charges, and solar feed-in tariffs), discounts, rebates, contract term, and any associated VPP plan under which the Customer's battery or other distributed energy resource may participate in virtual power plant services.

Government Benefits means all rights, value, benefits, credits and certificates of any kind generated from the VPP Services under a clean energy or carbon reduction government or regulatory program, including but not limited to any peak reduction certificates and energy savings certificates.

Supply Address means the premises where electricity is supplied to where the System is located.

System means the solar photovoltaic system and/or battery system that meets the specifications set out in the Energy Plan.

VPP Benefits means the financial benefits available to you as part of your participation in the VPP Program.

VPP Program means the Discover Energy VPP Program set out in this Agreement and the Energy Plan.

VPP Event means a period of time where we access and control the System to provide the VPP Services.

Your IP means all Materials owned or licensed by you which are created or derived prior to or independently of this Agreement by or on behalf of You and all improvements.

13.2. Interpretation

In this Agreement

(a) a reference to a party to this Agreement or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;

(b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(c) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

(d) a reference to this Agreement includes the agreement recorded by this document;

(e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(f) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

(g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

(h) a reference to '$' or 'dollar' is to Australian currency; and

(i) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or similar phrases) do not limit what else might be included.