

Parties

This Agreement is between:

- (i) Reposit Power Pty Ltd ACN 163 437 429 ("Reposit") of Unit 17/2 Yallourn Street, Fyshwick ACT 2609; and
- (ii) The customer whose details are set out in the Contract Details (referred to in this Agreement as 'you' or 'your').

Background

A. Reposit provides eligible customers with access to the BYO Battery No Bill Service. This service utilises Reposit's proprietary software platform to intelligently manage your existing solar and battery system.

B. The BYO Battery No Bill Service enables Reposit to optimise your system for participation in the Reposit Virtual Power Plant (VPP), supporting the energy grid during periods of high demand. In exchange, instead of traditional electricity billing, you pay a fixed, minimal monthly fee.

C. In exchange for this service you agree to pay a monthly Subscription Fee and to comply with the terms of this Agreement, including the Fair-Use Cap and equipment maintenance obligations.

D. This document sets out the full terms and conditions on which Reposit will provide the BYO Battery No Bill Service to you, including the installation of the Smart Controller at your Supply Address.

Agreement

If you accept the terms and conditions set out in this document, then the Agreement will come into effect between you and Reposit on the Commencement Date.

TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Accepted Offer means the specific subscription plan, pricing tier, and any applicable Hardware Amortisation Period selected by you during the online registration process and confirmed at the time of purchase.

Administrative Fee has the meaning given in clause 19.

AEMO means the Australian Energy Market Operator.

Agreement means this BYO Battery No Bill Subscription Service Terms and Conditions, together with the Contract Details, the Accepted Offer, and any documents incorporated by reference.

Annual Fair-Use Cap means the annual amount of electricity, expressed in kWh, as determined by Reposit and notified to you, that you may consume at the Supply Address for that year. The Annual Fair-Use Cap will be your Baseline Consumption or Calculated Baseline plus the Load Increase Factor specified in your Accepted Offer.

Baseline Consumption means the annual amount of electricity consumed at the Supply Address as determined by Reposit from your authorised historical usage data during the 12 months immediately prior to the Commencement Date.

Breach means an instance in which your Home Consumption for any given Subscription Period (Monthly Billing Period) exceeds the Monthly Fair-Use Cap applicable to that period. A Breach of the Monthly Fair-Use Cap triggers a review of your Seasonal Profile and may result in Reposit revising your Monthly Fair-Use Caps prospectively, which will in turn result in a Subscription Fee adjustment (with your consent) or termination of this Agreement in accordance with clause 6.2 and clause 18.3. A Breach also triggers the Administrative Fee and subscription review process set out in clause 19.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in Canberra, Australia.

Calculated Baseline means your estimated annual electricity consumption at the Supply Address, as determined by Reposit where it is not possible to establish a full 12 months of historical usage data. Reposit may use available usage data, reasonable modelling, seasonal consumption patterns, comparable property data and System configuration. Reposit will apply the methodology reasonably and consistently and will provide a reasonable explanation of the calculation if requested. Where reliable additional data becomes available, Reposit may correct a material calculation error.

CCA means the Competition and Consumer Act 2010 (Cth).

Commencement Date means the date on which you accept these Terms and Conditions by completing the online registration process and confirming your Accepted Offer.

Contract Details means the customer information and system details provided by you during the online registration process.

Consumer Data Right means the data sharing and portability initiative administered by the Australian Competition and Consumer Commission.

Controlled Load means a separately metered electricity tariff at the Supply Address used for specific appliances such as hot water systems, managed by the Electricity Retailer on a time-of-use basis.

Corporations Act means the Corporations Act 2001 (Cth).

Counterfactual means the baseline cost of electricity that you would have incurred at the Supply Address in the absence of the BYO Battery No Bill Service, based on your existing Electricity Retailer Agreement and standard inverter operating mode.

DNSP means your Distribution Network Service Provider.

Early Termination Fee means the fee payable under clause 2.2 where you cancel this Agreement during the Hardware Amortisation Period. It is calculated as the unrecovered balance of the cost of the Smart Controller and installation, amortised on a straight-line basis over the Hardware Amortisation Period, as at the date of

cancellation. Reposit will calculate and notify you of the applicable amount at the time you cancel.

Electricity Bills means the fixed and consumption charges for supply and consumption of electricity at the Supply Address charged by the Electricity Retailer, excluding any charges for services unrelated to electricity supply.

Electricity Retailer means an entity which is licensed or authorised to sell you electricity at the Supply Address in accordance with applicable laws.

Electricity Retailer Agreement means the agreement between you and an Electricity Retailer for the sale (and/or purchase) of electricity delivered to (and or from) the Supply Address via the local electricity distribution network.

Electricity Services means services Reposit may provide through operating or controlling your System, which may include Market Ancillary Services, demand response services, network support services, reliability and emergency reserve trader services, small generation aggregation services or any other such services that may be defined by the National Electricity Rules.

Fair-Use Cap means the Monthly Fair-Use Cap and/or Annual Fair-Use Cap as applicable.

Hardware Amortisation Period means the minimum subscription period selected by you in your Accepted Offer, required for Reposit to recover the cost of the Smart Controller and installation through the Subscription Fee, during which an Early Termination Fee may apply if you cancel the Agreement.

Home Consumption means the total quantity of electricity attributable to your Supply Address, inclusive of electricity from the distribution network and electricity generated and consumed on-site via the System, as reasonably determined by Reposit using good industry practice.

Insolvency Event means any of: appointment of a receiver, administrator or liquidator; suspension of payment of debts; inability to pay debts when due; entry into a creditors arrangement; or winding up of a party.

Installer means an appropriately trained and qualified person engaged by Reposit to install the Smart Controller at the Supply Address.

Load Increase Factor means the percentage margin above your Baseline Consumption or Calculated Baseline, as specified in your Accepted Offer, used to determine your Annual Fair-Use Cap.

Market Ancillary Service has the meaning given to that term in the National Electricity Rules.

Monthly Billing Period means a period of approximately one subscription month during which electricity consumption is charged under your Electricity Retailer Agreement.

Monthly Fair-Use Cap means the amount of electricity expressed in kWh, as determined by Reposit and notified to you, that you may consume at the Supply Address during a particular Monthly Billing Period. Monthly Fair-Use Caps will be determined using seasonal profiles or historical consumption data from your Supply Address and the total of the Monthly Fair-Use Caps throughout a year will be equal to the Annual Fair Use Cap for that year.

National Electricity Rules means the rules made pursuant to the National Electricity Law and as applied in the jurisdiction of the Supply Address.

BYO Battery No Bill Service (or the Service) means Reposit's subscription-based service for optimising the operation of your System to seek economic uplift through energy trading, as further described in clause 3.

Offline Event means any of the events described in clause 13 of this Agreement.

Partnered Retailer means an Electricity Retailer that has entered into a commercial arrangement with Reposit to support the delivery of the BYO Battery No Bill Service.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Laws means the Privacy Act 1988 (Cth), including the Australian Privacy Principles, and all other applicable Australian laws relating to the privacy and protection of Personal Information.

Reposit App means the software application provided by Reposit to allow you to track your energy consumption at the Supply Address.

Rolling 12-Month Period means, for the purposes of clause 19, the 12-month period reviewed each time a Breach occurs to determine your current Breach count under clause 19.

Seasonal Profiles means the consumption patterns determined by Reposit for each season of the year (summer, autumn, winter, spring) based on your historical usage data or standard industry profiles for your climate zone,

used to allocate Monthly Fair-Use Caps across the year in a manner that reflects expected seasonal variation in electricity consumption. A Breach of a Monthly Fair-Use Cap may trigger a revision of your Seasonal Profiles for future periods.

Smart Controller means the hardware device installed by Reposit at the Supply Address to enable integration between your existing solar and battery inverter system.

Subscription Fee means the recurring monthly fee payable by you for the BYO Battery No Bill Service, as specified in your Accepted Offer.

Supply Address means the address at which the Smart Controller is installed and the BYO Battery No Bill Service is provided, as set out in the Contract Details.

System means your existing solar photovoltaic and battery storage equipment at the Supply Address, together with the Smart Controller once installed.

Term means the period commencing on the Commencement Date and continuing on a month-to-month basis until terminated by either party in accordance with clause 18, or otherwise terminated in accordance with this Agreement. Where your Accepted Offer includes a Hardware Amortisation Period, your right to terminate for convenience under clause 18.1 is subject to the Early Termination Fee provisions in clause 2.2(b).

Unexpected System Event has the meaning given in clause 14.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause or schedule is to a clause of, or schedule to, this Agreement;
- (c) a reference to this Agreement includes the Contract Details, the Accepted Offer, and any attached schedules;
- (d) a reference to a document includes that document as amended, replaced or substituted from time to time;
- (e) a reference to A\$, \$A, dollars or \$ is to Australian currency;
- (f) a reference to a statute includes all regulations and instruments under it and any amendments or replacements;
- (g) headings are for convenience only and do not affect interpretation;
- (h) if a day on which an obligation falls is not a Business Day, the obligation is due on the next Business Day; and
- (i) general words are not limited by specific examples.

2 Term of Agreement

2.1 Commencement

This Agreement commences on the Commencement Date and continues on a month-to-month basis in accordance with the Term, unless terminated earlier in accordance with clause 18. Where your Accepted Offer includes a Hardware Amortisation Period, your rights and obligations during that period are subject to clause 2.2.

2.2 Hardware Amortisation Period

- (a) Where your Accepted Offer includes a Hardware Amortisation Period, you acknowledge that the Subscription Fee has been discounted or structured to reflect the recovery of the Smart Controller and installation costs over the course of that period.
- (b) If you cancel this Agreement during the Hardware Amortisation Period, an Early Termination Fee will apply, calculated in accordance with the definition of that term.
- (c) The Smart Controller remains the property of Reposit until the earlier of: (i) the expiry of the Hardware Amortisation Period; or (ii) your payment of the standalone hardware cost as notified by Reposit. Title will pass to you on that date.

- (d) The Early Termination Fee, if applicable, will be calculated and notified to you by Reposit at the time you cancel, in accordance with the definition of Early Termination Fee. It will not apply where termination occurs because of Reposit's material breach, a non-excludable consumer right, or another circumstance where charging the fee would be unlawful.

2.3 Expiry of Hardware Amortisation Period

Where your Accepted Offer includes a Hardware Amortisation Period, on its expiry this Agreement continues on the same month-to-month basis described in clause 2.1, without any Early Termination Fee applying to a subsequent cancellation under clause 18.1. No further action is required by either party for the Agreement to continue.

3 The BYO Battery No Bill Service

3.1 Description of Service

Reposit will provide the BYO Battery No Bill Service, which consists of:

- (a) installation of the Smart Controller at the Supply Address to enable integration with your existing solar and battery inverter system;
- (b) monitoring of your System's performance, energy flows, and consumption patterns;
- (c) ongoing access to the Reposit App for tracking your consumption and Service performance.

3.2 Service Commencement

The BYO Battery No Bill Service will commence on the date on which Reposit notifies you that the Smart Controller has been successfully installed and verified at the Supply Address ("Service Commencement Date").

4 Subscription Model and Fees

4.1 Subscription Fee

- (a) You agree to pay the monthly Subscription Fee as specified in your Accepted Offer.
- (b) The Subscription Fee is billed in advance on a recurring monthly basis, processed through Reposit's nominated payment processor (currently Stripe).
- (c) Subscription Fees are payable for the relevant subscription period and are refundable where expressly provided under this Agreement, where required by law, or to the extent attributable to a period after termination for which the Service was not provided.
- (d) By providing your payment details and accepting these Terms, you authorise Reposit to debit your nominated payment method for the Subscription Fee each month.

4.2 Controlled Load Surcharge

If a Controlled Load tariff is present at the Supply Address, Reposit may offer to remove or manage the Controlled Load at an additional cost as set out in your Accepted Offer. If you elect to retain the Controlled Load, or if a Controlled Load is detected by Reposit at any time, an additional monthly surcharge (as specified in your Accepted Offer) will be added to your Subscription Fee to reflect the additional complexity & cost of managing Controlled Load appliances within the Service.

4.3 Fee Reviews and Changes

- (a) Reposit reserves the right to change the Subscription Fee at any time, subject to providing you with at least 30 days' prior written notice.
- (b) If you do not accept a proposed fee change, you may terminate this Agreement in accordance with clause 18.2(d) before the new fee takes effect, without incurring an Early Termination Fee.
- (c) Fee changes as a result of a Fair-Use Cap review under clause 6.2 are subject to your consent as set out in that clause. Administrative Fees charged under clause 19 are incurred upon your deemed receipt of the relevant Breach Notice and are payable in accordance with clause 19.5, and are not subject to consent under

this clause 4.3.

4.4 Partnered Retailer Requirement

- (a) Your eligibility to receive the Service is conditional on you being a party to an Electricity Retailer Agreement with a Partnered Retailer nominated by Reposit. You retain your right under applicable energy retail law to choose or change your Electricity Retailer at any time; this clause governs your eligibility for the Service only and does not restrict that right.
- (b) Where you accept the Service, Reposit will manage your electricity account directly with your Partnered Retailer. You will not receive separate electricity bills from the Partnered Retailer, and you pay only the monthly Subscription Fee to Reposit. Any profit generated from energy trading via your System is retained by Reposit.
- (c) You must take reasonable steps to complete the required switch to a Partnered Retailer within 5 Business Days after being requested to do so, unless prevented by circumstances outside your reasonable control.
- (d) If you choose not to be, or cease to be, a party to an Electricity Retailer Agreement with a Partnered Retailer, Reposit may suspend or terminate the Service in accordance with clause 18.4. This clause does not affect your Electricity Retailer Agreement or your ability to choose your Electricity Retailer independently of the Service.

4.5 Payment Defaults and Remedies

- (a) You must maintain a valid, up-to-date payment method registered with Reposit at all times.
- (b) If a payment fails, Reposit will provide notice and re-attempt collection. If payment is not successfully processed within 7 calendar days of the due date, Reposit may suspend your access to the Service and App without further notice.
- (c) Reposit may recover reasonable third-party or administrative costs actually incurred as a result of an invalid or unauthorised payment reversal, but will not charge a fee where a payment dispute is made in good faith or relates to a genuinely disputed amount.
- (d) Suspension of the Service does not relieve you of your obligation to pay accrued Subscription Fees, Administrative Fees, or hardware costs under this Agreement.

4.6 GST

All fees and charges under this Agreement are inclusive of GST. No additional GST will be added on top of the amounts stated in your Accepted Offer, and Reposit will issue a valid tax invoice for amounts charged.

5 Smart Controller - Installation and Ownership

5.1 Acquisition Options

You may acquire the Smart Controller by either:

- (a) paying the upfront hardware cost as specified in your Accepted Offer, in which case no Hardware Amortisation Period applies; or
- (b) receiving the Smart Controller at no upfront cost in exchange for agreeing to a Hardware Amortisation Period as specified in your Accepted Offer, with the hardware cost built into your monthly Subscription Fee.

5.2 Installation

- (a) Reposit will arrange for the Installer to install the Smart Controller at the Supply Address at a time mutually agreed with you.
- (b) You authorise Reposit and the Installer to access the Supply Address and your existing System for the purpose of installation.
- (c) You agree to provide the Installer with all reasonable assistance, including ensuring the Supply Address is safely accessible at the agreed time.
- (d) Reposit will use best endeavours to complete installation within a reasonable timeframe following execution of this Agreement. Any significant delay beyond Reposit's control will be communicated to you as soon as practicable.

5.3 Warranty

- (a) The Smart Controller is covered by a 5-year warranty from the date of installation, covering defects in materials and workmanship under normal use.
- (b) This warranty does not cover damage caused by: misuse, tampering, or interference by you or a third party not engaged by Reposit; events described in clause 14 (Unexpected System Events); or failure to maintain the System in accordance with clause 9.1.
- (c) To claim under warranty, you must notify Reposit in writing as soon as reasonably practicable after becoming aware of the defect. Reposit will repair or replace the Smart Controller at no cost to you within the warranty period.
- (d) These warranty provisions are in addition to, and do not limit, any rights you have under the Australian Consumer Law.

5.4 Ownership

- (a) Where you selected the upfront hardware option under clause 5.1(a), title in the Smart Controller passes to you on the date Reposit confirms successful installation.
- (b) Where you selected the Hardware Amortisation Period option under clause 5.1(b), the Smart Controller remains the property of Reposit until the earlier of: (i) completion of the Hardware Amortisation Period; or (ii) your full payment of the hardware cost at the then-current price notified by Reposit.
- (c) During any period in which the Smart Controller remains Reposit's property, you must not dispose of, encumber, or permit any dealing with the Smart Controller without Reposit's prior written consent.

5.5 Physical Access for Maintenance

- (a) Reposit or its authorised representatives may need to physically access the Supply Address to carry out maintenance, repair, replacement, of the Smart Controller.
- (b) Reposit will provide at least 2 Business Days' advance notice of any required physical access, except in the case of an emergency or safety threat, in which case Reposit will give as much notice as is reasonably practicable.
- (c) Reposit may also remotely access the Smart Controller and your System at any time for the purpose of providing the Service.

6 Fair-Use Cap

6.1 Allocation of Fair-Use Cap

- (a) Reposit will determine the Annual Fair-Use Cap as the Baseline Consumption or Calculated Baseline plus the Load Increase Factor specified in your Accepted Offer. Monthly Fair-Use Caps will be allocated using reasonable seasonal profiles or historical consumption data. Reposit will apply the methodology consistently and will provide a reasonable explanation of the calculation upon request.
- (b) Reposit will notify you of your Fair-Use Cap at or prior to the Service Commencement Date, and will update the cap at the commencement of each new annual period.
- (c) The total of all Monthly Fair-Use Caps across a year will be equal to the Annual Fair-Use Cap for that year.

6.2 Breach of Fair-Use Cap

- (a) If your Home Consumption exceeds the Monthly Fair-Use Cap in any Monthly Billing Period, Reposit may, at its discretion:
 - (i) notify you and provide you with an explanation of the exceedance;
 - (ii) review your usage patterns and revise your Fair-Use Cap for future periods; and/or
 - (iii) offer to increase your Subscription Fee (subject to your consent) to reflect the higher usage level.

A Breach under this clause 6.2 will also be managed in accordance with the Administrative Fee and subscription review process set out in clause 19.

- (b) If you do not consent to an increase in Subscription Fee proposed under clause 6.2(a)(iii), Reposit may terminate this Agreement in accordance with clause 18.4.
- (c) Reposit may terminate immediately only where the exceedance is material, objectively supported by available consumption data, and constitutes a material breach that is incapable of remedy or where immediate termination is reasonably necessary to protect Reposit from material loss, fraud, deliberate manipulation or another serious risk

6.3 Notifications

- (a) Reposit will use reasonable endeavours to notify you when your Home Consumption for a Monthly Billing Period reaches 75%, 90%, 100%, and any level in excess of 100% of your Monthly Fair-Use Cap.
- (b) By default, usage notifications are delivered via the Reposit App. If you wish to receive additional or alternative notifications by SMS or email, you must expressly nominate your preferred contact channel(s) by contacting Reposit customer support and ensuring your contact details remain up to date.
- (c) A notification or notice issued by Reposit under or in connection with this Agreement (including usage alerts, Breach Notices, and fee adjustments) is taken to have been received by you when it has been successfully delivered to the Reposit App, your nominated email address, or your nominated mobile number. Successful delivery may be shown by reasonable evidence, including app push-delivery confirmation, email server delivery logs showing no bounce or failure response, or SMS delivery confirmation. Reposit is not required to prove that you opened, read, or acted on the notification, only that it was successfully delivered.
- (d) Where Reposit is unable to establish successful delivery of a notification (for example, a bounced email, a failed SMS, or the Reposit App not installed or not connected), Reposit will take reasonable additional steps to contact you using another nominated channel before relying on that notification for the purposes of a Breach Notice, Administrative Fee, Fee Review, or termination right.

6.4 Planned Increase in Consumption

- (a) You must notify Reposit before installing or using any new electrical equipment at the Supply Address that would be reasonably expected to significantly increase your consumption. This includes, without limitation, electric vehicle charging units, additional air conditioning units, pool pumps, underfloor heating, and hot water heating units.
- (b) Following notification, Reposit may offer to adjust your Fair-Use Cap and Subscription Fee to accommodate the increased consumption. If you do not accept such an offer and proceed with the installation or use, Reposit may terminate this Agreement with 30 days' notice.

6.5 Verification

You may at any time request that Reposit provide you with a written explanation of how it has calculated your Home Consumption against the Monthly Fair-Use Cap, and Reposit will provide such information within a reasonable time.

7 Relationship of the Parties

7.1 Retailer Interactions

You acknowledge and authorise Reposit to interact with the Partnered Retailer on your behalf as reasonably required to provide the BYO Battery No Bill Service, including facilitating the provision of billing and consumption information to Reposit.

7.2 DNSP Interactions

You acknowledge and authorise Reposit to interact with your DNSP on your behalf for any matters reasonably required in connection with the Service, including connection or metering matters.

7.3 Notifications and Communications

- (a) Reposit may contact you by email, SMS, phone, post, the Reposit App, or other agreed communication channels for purposes reasonably necessary to provide and administer the Service, including billing, account administration, service updates, safety, security, maintenance, and legally required notices.

- (b) Where permitted by applicable law, Reposit may also send you marketing or promotional communications. Any commercial electronic message will comply with the Spam Act 2003 (Cth) and other applicable laws, including identifying Reposit as the sender and providing a functional unsubscribe facility.
- (c) You may unsubscribe from marketing communications at any time using the unsubscribe facility provided or by contacting Reposit. Unsubscribing from marketing communications will not prevent Reposit from sending communications reasonably necessary to provide, administer, or secure the Service, or communications required by law.
- (d) Reposit will handle Personal Information used for communications and marketing in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and Reposit's Privacy Policy.

8 Customer Responsibilities

8.1 System Maintenance

- (a) You are solely responsible for the maintenance and proper operation of your existing solar and battery equipment (excluding the Smart Controller, which is covered under clause 5.3).
- (b) You must keep the Smart Controller safe and secure, and must not permit any third party (other than Reposit or its authorised representatives) to tamper with, modify, or interfere with the Smart Controller.
- (c) You must organise resolution of any malfunction, fault, or degradation in your existing solar or battery equipment that materially affects Reposit's ability to provide the Service within 10 days of you becoming aware of the issue (or within such other reasonable period as Reposit may agree in writing).

8.2 Retailer Agreement

You must at all times during the Term be a party to an Electricity Retailer Agreement with a Partnered Retailer for the Supply Address.

8.3 Notifications Required from You

You must promptly notify Reposit if:

- (a) you become aware of any issue affecting or likely to affect the System, including internet connectivity or network connection issues;
- (b) you change or cancel your Electricity Retailer Agreement;
- (c) you cease or plan to cease residing at the Supply Address, including any transfer of ownership;
- (d) you or any person at the Supply Address relies on or may rely on life support equipment or other critical medical devices requiring electricity; or
- (e) there is any damage to or modification of the Smart Controller or your System.

9 Your System - Access and Control

9.1 Consent to System Operation

You consent to Reposit taking all steps reasonably necessary to provide the BYO Battery No Bill Service in respect of your System, including:

- (a) remotely accessing your System at any time to monitor performance and execute trading strategies via Reposit platform;
- (b) entering into agreements with third parties (including AEMO, Partnered Electricity Retailers, and network service providers) that relate to the use or operation of your System;
- (c) operating and controlling your System to provide Electricity Services, including Market Ancillary Services; and
- (d) permitting third parties (including your DNSP or Partnered Electricity Retailer) to remotely access your System for purposes related to the provision of the Service.

9.2 Limitations on Reposit's Control

Reposit will exercise its control over your System in a manner consistent with good industry practice and with the objective of generating economic uplift for you. Reposit will not intentionally damage your System or act in a manner that is contrary to your safety interests.

10 Enrolment Process

10.1 Eligibility Assessment

- (a) Eligibility for the BYO Battery No Bill Service is assessed by Reposit based on analysis of your historical inverter data obtained with your authorisation.
- (b) Reposit uses a modelling tool to compare the Trading Scenario against the Counterfactual to determine whether the Service offers a viable value proposition for you.
- (c) Reposit reserves the right to decline to offer the Service or to withdraw an offer prior to installation if the modelling tool indicates the Service is unlikely to generate sufficient economic uplift.

10.2 Offer Selection

- (a) Where eligible, you will be presented with up to three pricing options in your Accepted Offer, reflecting different combinations of Subscription Fee, Hardware Amortisation Period, and hardware contribution.
- (b) By confirming your Accepted Offer and completing the online registration, you enter into this Agreement on the terms of the selected option.

11 Intellectual Property

11.1 Reposit's Intellectual Property

The Reposit App, Reposit Software, and all other systems used by Reposit to provide the BYO Battery No Bill Service are the exclusive property of Reposit. All intellectual property rights in those systems remain with Reposit.

11.2 Licence to You

Reposit grants you a non-exclusive, non-transferable, revocable licence to use the Reposit App solely for the purpose of monitoring your energy consumption and Service performance during the Term.

12 Data, Privacy and Confidentiality

12.1 Customer Authorised Representative

By accepting these Terms, you appoint Reposit as your Customer Authorised Representative to request, receive, and access metering data and other relevant data from your Electricity Retailer and other third parties as permitted under Chapter 7 of the National Electricity Rules and the Consumer Data Right.

12.2 Use of Personal Information and Your Data

You acknowledge and agree that Reposit may collect, use, disclose, and handle Your Data and Personal Information:

- (a) to provide and improve the BYO Battery No Bill Service;
- (b) to analyse your System performance and make recommendations about equipment upgrades;
- (c) to optimise the Service for you and other customers;
- (d) to enable Electricity Services including Market Ancillary Services; and
- (e) for any other purpose described in Reposit's privacy policy (available at Reposit's website, as updated from time to time).

12.3 Disclosure to Third Parties

Subject to Privacy Laws, Reposit may disclose Your Data and Personal Information to: AEMO; your Network Service Provider; your Electricity Retailer; providers of Market Ancillary Services; government bodies in connection with incentives or subsidies; the manufacturer or installer of your System; and any other party where disclosure

would improve the Service or benefits available to you.

12.4 Privacy Compliance

Reposit will comply with Privacy Laws in relation to all Personal Information it collects about you in connection with this Agreement.

12.5 Confidentiality

Each party must keep the terms of this Agreement and any confidential information of the other party confidential, except where disclosure is required by law, is to a person who must know for the purposes of this Agreement, or relates to information that is publicly available other than through a breach of this Agreement.

13 Offline Events

Each of the following constitutes an "Offline Event":

- (a) disconnection of your System from the electricity network or the internet, for any reason;
- (b) failure of third-party equipment forming part of or connected to your System, including failure of your solar or battery equipment to generate or store electricity in the ordinary manner; and
- (c) failure of communications channels required to operate your System, where such failure is not caused by Reposit.

You acknowledge that an Offline Event will adversely affect Reposit's ability to provide the Service and that Reposit is not liable for any failure to deliver the Service or any economic benefit during an Offline Event.

14 Unexpected System Events

14.1 Definition

An "Unexpected System Event" means an event outside Reposit's reasonable control that materially affects its ability to provide the Service, including:

- (a) acts of God, including earthquakes, floods, fires, storms, and other natural hazards;
- (b) epidemic, pandemic, or quarantine restrictions;
- (c) damage to or modification of your System (beyond ordinary wear and tear) caused by you or a third party outside Reposit's control;
- (d) accidental damage to your System not within Reposit's reasonable control; and
- (e) any Offline Event.

14.2 Notification and Cooperation

- (a) If Reposit becomes aware or has reasonable grounds to suspect that an Unexpected System Event has occurred, it will notify you as soon as reasonably practicable.
- (b) Both parties will cooperate in good faith to remedy or mitigate the impact of the Unexpected System Event.

14.3 Suspension

If an Unexpected System Event continues for more than 2 Business Days, Reposit may suspend the Service for so long as the event continues. If the event continues for more than 4 weeks, Reposit may elect to terminate this Agreement on no less than 10 Business Days' notice.

15 Warranties

15.1 Reposit's Warranties

Reposit warrants that:

- (a) it has the authority and necessary licences and intellectual property rights to perform its obligations under this Agreement;
- (b) it will provide the BYO Battery No Bill Service with due care and skill; and
- (c) the Smart Controller will be fit for its intended purpose at the time of installation.

15.2 Your Warranties

You warrant that:

- (a) you have sufficient authority to enter into this Agreement in relation to the Supply Address and the System;
- (b) the System is in good working order as at the Commencement Date, and you are not aware of, and have not concealed, any fault, damage, or defect affecting the System; and
- (c) all information provided by you to Reposit in connection with this Agreement, including for the purposes of determining your Baseline Consumption, Calculated Baseline, or Baseline Configuration, is true, accurate, and not misleading in any material respect.
- (d) you will maintain and operate the System in a manner consistent with your obligations under this Agreement.

15.3 Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

To the extent permitted by law, and where the Australian Consumer Law permits a supplier to limit its liability or remedy for a failure to comply with a consumer guarantee, Reposit's liability is limited to the remedies permitted by the Australian Consumer Law for that particular failure. Any such limitation applies only to the extent legally permitted and does not limit any right or remedy available to you where the law does not permit that limitation.

16 Liability and Indemnity

16.1 Mandatory rights

Nothing in this Agreement excludes, restricts or modifies any right, guarantee, remedy, liability or obligation that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

16.2 Reposit's liability

Subject to clause 16.1, Reposit is liable for loss or damage caused by its breach of this Agreement, negligence, fraud or wilful misconduct.

To the extent permitted by law, Reposit is not liable for indirect or consequential loss that was not reasonably foreseeable when this Agreement was entered into, or for loss caused by your breach, negligence or misconduct, or by events or third parties outside Reposit's reasonable control.

16.3 Liability cap

Subject to clause 16.1, where permitted by law, Reposit's total liability arising out of or in connection with this Agreement is limited to \$AUD 100,000.

16.4 Customer indemnity

You indemnify Reposit for loss or damage caused by your breach of this Agreement, negligence, fraud or wilful misconduct, except to the extent caused or contributed to by Reposit.

16.5 No double recovery

Nothing in this clause limits any non-excludable right or remedy available to you under applicable law.

17 Variations to Agreement

- (a) Reposit may make minor or administrative changes to this Agreement at any time, and changes required by law, a regulator, or for safety or technical reasons, at any time reasonably necessary, in each case by providing you with notice as soon as reasonably practicable.
- (b) For any other variation, including any change that increases your fees, reduces the Service, or otherwise materially affects your rights or obligations, Reposit will provide you with at least 30 days' written notice before the variation takes effect.
- (c) If you do not accept a variation under clause 17(b), you may terminate this Agreement for convenience prior to its effective date, without incurring an Early Termination Fee. If you continue to use the Service after the effective date without terminating, you are taken to have accepted the variation.
- (d) This clause 17 does not apply to Subscription Fee changes (governed by clause 4.3) or Administrative Fees (governed by clause 19).

18 Termination and Cancellation

18.1 Cancellation by You - General

- (a) You may cancel this Agreement at any time by providing Reposit with at least 30 days' written notice ("Notice Period").
- (b) Cancellation will take effect at the end of the Monthly Billing Period in which the Notice Period expires.
- (c) If you cancel during a Hardware Amortisation Period (other than under clause 18.2), an Early Termination Fee may apply, in addition to any Subscription Fees payable for the Notice Period.

18.2 Cancellation by You - for Cause or Fee Change

You may terminate this Agreement without penalty (including without payment of any Early Termination Fee) by providing written notice to Reposit if:

- (a) Reposit commits a material breach of this Agreement that is either incapable of remedy, or that Reposit has failed to remedy within 20 Business Days of receiving written notice from you;
- (b) Reposit suffers an Insolvency Event;
- (c) Reposit proposes a change to the Subscription Fee or a material variation to this Agreement and you do not consent, provided notice is given before the change takes effect.

18.3 Termination by Reposit - Immediate

Reposit may immediately terminate this Agreement by written notice if:

- (a) you commit a material breach of this Agreement that is incapable of remedy, or that you fail to remedy within 20 Business Days of receiving written notice from Reposit;
- (b) you fail to pay the Subscription Fee and such failure continues for more than 14 days after Reposit's written notice;
- (c) you exceed the Fair-Use Cap as described in clause 6.2(c);
- (d) you fail to repair your existing System within the timeframe required by clause 8.1(b); or
- (e) you suffer an Insolvency Event.

18.4 Termination by Reposit - on Notice

Reposit may terminate this Agreement on 30 days' written notice if:

- (a) you install or use electrical equipment in breach of clause 6.4(a) and do not accept Reposit's offer to adjust your Fair-Use Cap;
- (b) you change your Electricity Retailer without switching to a Partnered Retailer as required under clause 4.4;
- (c) you cease to reside at or own the Supply Address;
- (d) there is a material change in circumstances (including changes to market rules, tariff structures, or regulatory requirements) that renders the Service no longer economically viable for Reposit to provide; or

- (e) offboarding is initiated in accordance with clause 19.6 following a fourth Breach within a rolling 12-month period.

18.5 Effect of Termination

- (a) On termination, your right to use the Reposit App and receive the Service will cease.
- (b) Reposit will take reasonable steps to restore your System to its native operating mode following termination.
- (c) Termination does not affect any accrued rights or obligations of either party, including any accrued and unpaid Administrative Fees under clause 19.

18.6 Property Transfer on Departure

If you cease to occupy the Supply Address during the Term, you must provide Reposit with at least 5 Business Days prior written notice. If you fail to do so, you will remain liable for all Subscription Fees and other charges incurred under this Agreement until the date Reposit receives written notice that you have ceased to occupy the Supply Address.

19 Breach, Administrative Fee and Subscription Plan Review Process

19.1 Purpose

This clause sets out the operational process for managing circumstances where your Home Consumption exceeds the Monthly Fair-Use Cap applicable to your Accepted Offer. It provides a consistent process for:

- (a) identifying Breaches of the Monthly Fair-Use Cap;
- (b) applying Administrative Fees where applicable;
- (c) engaging you in a review of your Accepted Offer; and
- (d) transitioning you to a more appropriate Accepted Offer where required.

The purpose of this clause is to recover the administrative costs associated with repeated reassessment of your Accepted Offer and to encourage you to move to a Subscription Plan that better reflects your actual Home Consumption. This clause is not intended to operate as a penalty, and operates in addition to, and does not limit, Reposit's rights under clause 6 (Fair-Use Cap) and clause 18 (Termination and Cancellation).

19.2 Rolling 12-Month Period

Breach counts under this clause are assessed over a rolling 12-month period. Each time a Breach occurs, Reposit will review the preceding 12 months to determine your current Breach count for the purposes of the Administrative Fee Schedule in clause 19.5.

19.3 Breach Count Reset

Your Breach count under this clause resets to zero once you accept and commence a revised Accepted Offer. The reset takes effect from the commencement date of the revised Accepted Offer.

19.4 Operational Process

19.4.1 Identification

Reposit's billing system will identify a Breach as soon as your Home Consumption for a Monthly Billing Period exceeds the Monthly Fair-Use Cap applicable to your Accepted Offer.

19.4.2 Breach Notice

Reposit will issue you a Breach Notice at the time the Breach occurs, in accordance with the notification methods described in clause 6.3 and clause 7.3. The Administrative Fee associated with the Breach is incurred upon your deemed receipt of the Breach Notice, determined in accordance with clause 6.3(c) and 6.3(d), but is payable in accordance with clause 19.5. The Breach Notice will include:

- (a) your Home Consumption as at the date of the Breach;

- (b) the amount by which your Home Consumption exceeded the Monthly Fair-Use Cap as at the date of the Breach;
- (c) the Administrative Fee applied, including how it was calculated;
- (d) your current Breach count within the rolling 12-month period referred to in clause 19.2; and
- (e) confirmation that a revised Accepted Offer will be proposed within 3 Business Days in accordance with clause 19.4.3.

19.4.3 Revised Offer

Within 3 Business Days of a Breach Notice being issued, Reposit will offer you a revised Accepted Offer better suited to your Home Consumption. You must accept the revised Accepted Offer within 10 Business Days of it being offered. If you do not accept it within that period and continue to consume more electricity than your current Monthly Fair-Use Cap, further Breaches will occur and further Administrative Fees will apply in accordance with clause 19.5.

- (a) Accepted before the next Monthly Billing Period commences: Where you accept the revised Accepted Offer before the commencement of the Monthly Billing Period directly following the Monthly Billing Period in which the Breach occurred, the revised Accepted Offer takes effect from the start of that Monthly Billing Period, and your Breach count resets to zero in accordance with clause 19.3.
- (b) Accepted after the next Monthly Billing Period has commenced: Where you accept the revised Accepted Offer after the commencement of the Monthly Billing Period in which it was due to take effect, the additional cost of the revised Accepted Offer is debited immediately upon acceptance rather than from the start of that Monthly Billing Period, and your Breach count resets to zero in accordance with clause 19.3.
- (c) Further Breaches before acceptance: Where you incur a further Breach in a new Monthly Billing Period before accepting an earlier revised Accepted Offer, the further Breach is treated as a new Breach under this clause 19, and a new Breach Notice, Administrative Fee and revised Accepted Offer will apply in accordance with clauses 19.4.1 to 19.4.3.

19.5 Administrative Fee Schedule

Administrative Fees are calculated as a percentage of your current Subscription Fee and are added to the following month's invoice.

Rolling 12-Month Breach Count	Administrative Fee	Subscription Review	Breach Count on Acceptance of Revised Offer
1st Breach	10% of Subscription Fee	Revised subscription offer proposed	Fee remains payable; Breach count resets
2nd Breach	30% of Subscription Fee	Revised subscription offer proposed	Fee remains payable; Breach count resets
3rd Breach	60% of Subscription Fee	Final revised Accepted Offer proposed	Fee remains payable; Breach count resets
4th+ Breach	100% of Subscription Fee	No further Accepted Offer proposed	Offboarding process initiated under clause 19.6

Important billing rule: Only one Administrative Fee may be charged in any Monthly Billing Period. The Administrative Fee is charged in addition to, and not in substitution for, your Subscription Fee.

19.6 Fourth Breach and Offboarding

If you reach a fourth Breach within a rolling 12-month period without accepting a revised Accepted Offer, or repeatedly refuse to participate in the review process set out in this clause, Reposit may commence offboarding. In these circumstances:

- (a) Reposit may issue a notice of termination for this Agreement in accordance with clause 18.4(e); and
- (b) before terminating, Reposit will confirm that cancellation is permitted under any applicable Partnered Retailer or other retailer partnership arrangements.

19.7 Legal Status of the Administrative Fee

The Administrative Fee is intended to reasonably compensate Reposit for the administrative costs associated with reassessing and managing a Breach, and is commensurate with the work to be done by Reposit.

20 Governing Law

This Agreement is governed by the law of the jurisdiction in which the Supply Address is located, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

Schedule 1 - Contract Details

The following details are completed by you during the online registration process:

Customer Full Name: _____

Supply Address: _____

Email Address: _____

Phone Number: _____

Inverter Make/Model: _____

Battery Make/Model: _____

Baseline Annual Consumption (kWh): _____

Annual Fair-Use Cap (kWh): _____

Load Increase Factor (%): _____

Accepted Offer Reference: _____

Subscription Fee (monthly, incl. GST): \$_____

Controlled Load Surcharge (if applicable, incl. GST): \$_____

Hardware Amortisation Period (if applicable): _____ months

Hardware Acquisition Option: ☐ Upfront payment ☐ Hardware Amortisation Period

Payment Method: ☐ Credit/Debit Card (via Stripe) ☐ Other: _____

Schedule 2 - Accepted Offer Summary

This Schedule records the specific offer accepted by the customer at the time of enrolment. All amounts are inclusive of GST unless stated otherwise.

Offer Reference: _____

Date of Acceptance: _____

Monthly Subscription Fee: \$_____

Controlled load additional fee (if applicable): \$_____

Billing Commencement Date: _____

Hardware Amortisation Period Expiry (if applicable): _____

Customer Signature: _____ Date: _____

Authorised signatory for Reposit Power Pty Ltd: _____ Date: _____