

Prepared by: Tony Raman
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Mohammed Zaidi
8 Arlington Court, Hamilton

Valid until: 9th March 2024



Solar Energy System Proposal

10th February 2024

Kia ora Mohammed,

We have conducted a detailed review of your home and an analysis of your home's energy use. We have created this proposal to show you how solarZero will benefit your home.

solarZero is NZ's leading solar energy services company. Over the past 35 years we have installed more solar systems on homes and businesses than any other company in New Zealand. We were the first solar company in the world to achieve Toitū Climate Positive certification which ensures that all our installations are carbon-neutral.

Our climate is changing, and at solarZero we know there is a better way. With over 12,000 Kiwis powering their homes with cleaner, cheaper, smarter energy there has never been a better time to join our GridforGood™.

Read on to learn a little more about energy generation and distribution in New Zealand, and how solarZero can make a positive change.

Ngā mihi,
Tony Raman

SOLARZERO

Kia Ora

Great to see you've gotten this far on your solar journey!
You'll love what we have to offer.

Now let's get down to the nitty gritty!



WHY SOLARZERO?

A CLEANER, BRIGHTER NEW ZEALAND

We are on a mission to accelerate New Zealand's transition to be 100% renewable and lower the cost of energy for Kiwis.



40% of all solar installations in New Zealand are done by us.



One kiwi installs solarZero every 35 minutes, with 12,000 kiwis powering their homes with solar.*

*Installed over an 8 hour period



The first solar company worldwide to achieve Toitū Climate Positive certification.



Together, we have 7 years
to make a significant difference.
Changing to solar energy
is a great way to start.

*"It's surely our responsibility to do everything in our power to create
a planet that provides a home not just for us, but for all life on earth."*
– Sir David Attenborough

CURRENT STATE OF ENERGY IN NEW ZEALAND



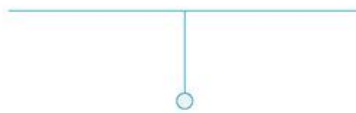
- Inflation is at a record high



- If NZ's current renewable energy
is not sufficient, we then need to
turn on Huntly Power Station and
burn imported coal.



- As we electrify transport
and move away from gas we
need to add additional energy
infrastructure to support this.



PROVIDING RESILIENCY DURING CYCLONE GABRIELLE

When Cyclone Gabrielle hit over 250,000 kiwis experienced a power cut of varying lengths. solarZero members were able to keep the lights on thanks to the backup energy that is stored in the smart battery, that comes as standard as part of the solarZero subscription. In badly affected areas, like the Hawke's Bay we were able to keep the lights on for 5-6 days.

Erin talks through her experience.

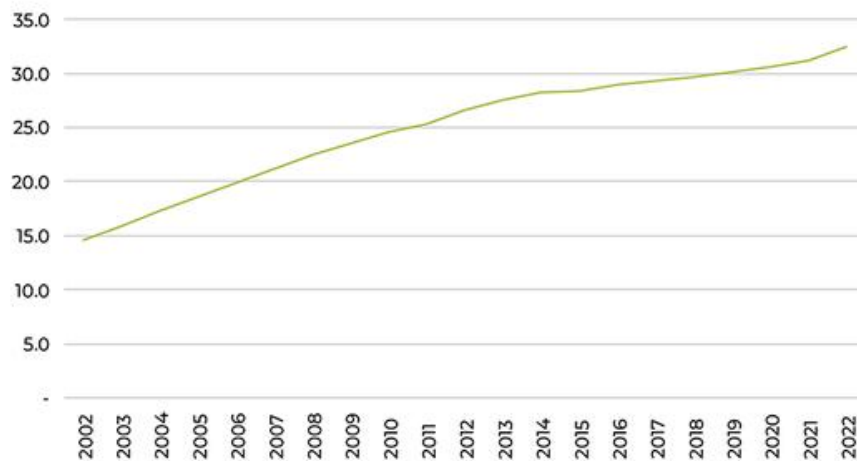


THE COST OF POWER IS INCREASING

Over the last 20 years, the cost of power has
increased a staggering 118%.*

In some regions power prices have increased by up to 11% this year alone.*

ELECTRICITY PRICES 2002 - 2022

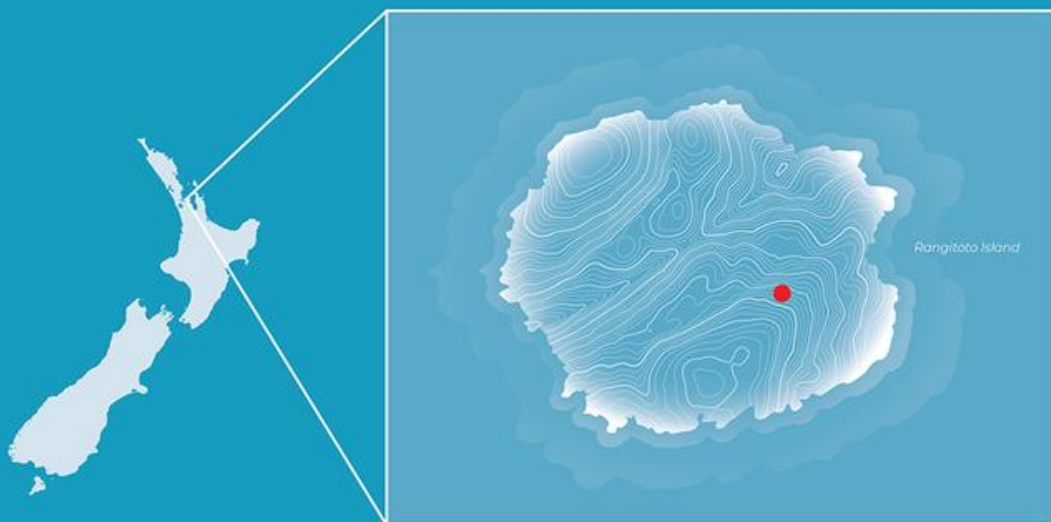


*MBIE Quarterly Survey of Domestic Electricity Prices

THE TIME IS NOW

An **hours worth of sunshine** could provide enough electricity to **power the world for a year**.

By covering a surface area of 27kms, the surface size of Rangitoto Island, or delivering solarZero to 500,000 homes and 5,000 businesses in the next 10 years, we would end New Zealand's dependence on fossil fuels.



SOLAR ZERO GridforGood™



\$7.4m

collectively saved
on power bills

nearly
17,000 tonnes

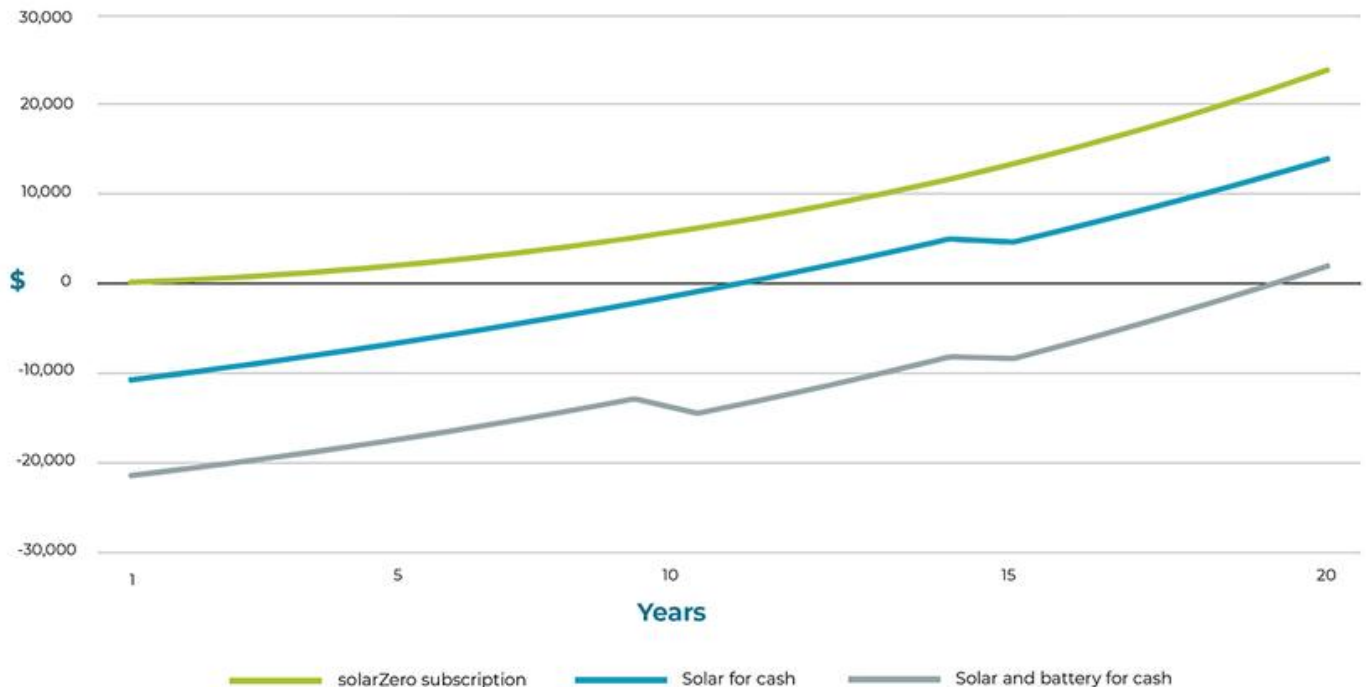
reduced carbon emissions
(🌳 equivalent 150,249 trees)

over
136GWh

solar energy
generated

Together we are creating a brighter tomorrow and lowering the price
of power for Kiwis resetting how this country is powered.

HERE'S A COMPARISON THAT ESTIMATES PURCHASING A SOLAR SYSTEM VS SOLARZERO SUBSCRIPTION



Assumptions:

solarZero subscription option value is based on a 12 panel 445W system, 5.4kWh battery system, energy monitoring, plus solarZero grid energy plan (NZ average rates) for a 10000kWh per annum consumer. Solar cash option is based on a 12 panel 445W panel system. The solar and battery for cash option includes the above solar cash option plus 5.4kWh battery system for battery option, energy monitoring system, with a current installed market price of \$12,000 (solar only) and \$23,000 (with battery).

Battery replacement at year 10 at a cost of \$3,000 and inverter replacement at year 15 of \$2,000.

Cost of capital assumed to be 3.5%. Grid energy costs based on NZ average MBIE quarterly domestic price energy survey data, and solar generation based on NZ average. Annual electricity pricing increase assumed to be 3.5%

Green line

These are the estimated savings of switching to the solarZero subscription (including battery), with no upfront costs. In fact, we guarantee savings from year 1 through to year 20.

Blue line

This shows the cost of paying up front for a solar system, but without a battery. Effectively, all the savings are doing is paying back your initial return on investment, which in most instances is 10 years.

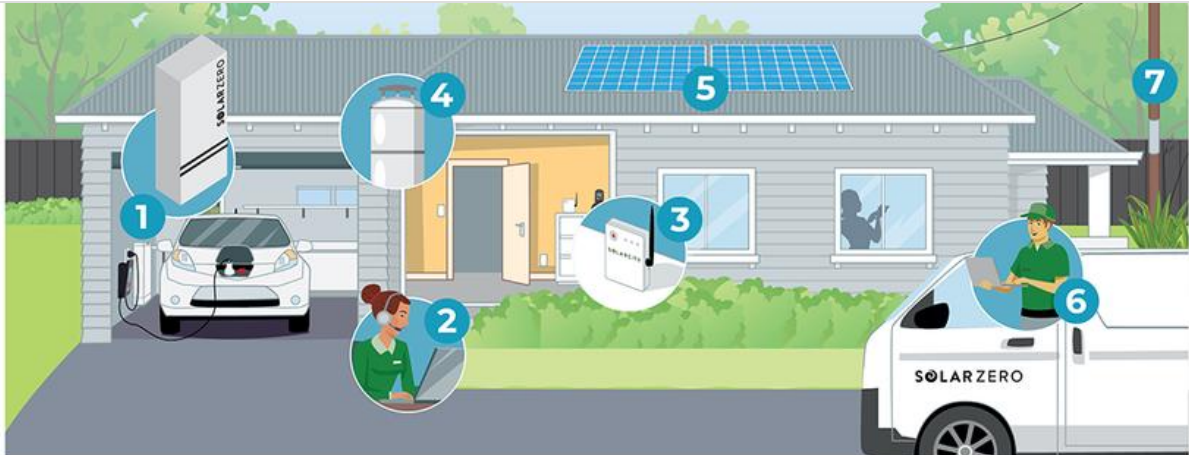
Grey line

This shows the cost of paying for a cash system. The dip in year 10 represents when you would need to pay for a replacement battery, meaning you won't make any savings on the outlay of the system. With the solarZero subscription a replacement smart battery is included.

A better way to go solar is with our solarZero subscription.

PURCHASING A SOLAR SYSTEM VS SOLARZERO SUBSCRIPTION

Compare	solarZero subscription		Cash purchase	
Capital costs	✓	Zero product or installation costs.	✗	\$23-35k to purchase solar panels and a battery.
Replacement battery and new technology updates	✓	We will replace the battery if required during the 20 year term, at no cost to you.	✗	Your cost to purchase a new battery.
Savings	✓	Guaranteed savings from year one.	✗	20 years to pay back the solar system and battery.
Price protection	✓	We provide a price protection rate on energy. This is currently set at 8c/kWh (plus lines and network charges and GST) and is reviewed annually.	✗	Negotiate your own rates with a power provider.
VPP credit	✓	\$75 per month. This credit has been applied to your monthly solarZero subscription fee.	✗	No standard VPP credit available.
100% of your home's energy	✓	Our solarZero subscription powers 100% of your home. Solar panels generate energy during the day, excess energy is stored in the smart battery and any additional energy is purchased from our grid partners at price protected rates.	✗	Need to source and negotiate your own power with retailer directly.
Back up power	✓	A smart battery comes as standard with our solarZero subscription. We will wire key circuits to ensure you have power even when there is a power cut.	✗	Your responsibility to ensure backup is wired when purchasing a battery.
Worry-free	✓	Our solarZero subscription means we take care of everything to optimise the service in your home.	✗	You own the system and must optimise it yourself.
Insurance	✓	Comprehensive system insurance included	✗	Your responsibility to arrange and pay.
Access to energy efficient products	✓	Access to deals on energy efficient products	✗	Your responsibility to find the best deal.



1. The solarZero smart battery helps you store and manage your household's energy. It also provides backup power during a power cut, so you won't be left in the dark.
2. You have access to a dedicated solarZero support team who work with you to answer any questions, provide technical support and help reduce your overall energy costs. They'll also supply you with updates to maximise your solar energy use.
3. Our web-based solarZero monitoring (which you can log in to on your smartphone, tablet or computer) allows you to remotely monitor your home's energy use and solar energy generation. Plus, we also monitor the system for you to make sure everything is operating as it should.
4. As part of the solarZero system installation we wire your hot water cylinder so you have the option to switch it on or off with our solarZero monitoring. The monitoring service will control the schedule so it operates at the optimum hours that best suit your usage.
5. solarZero owns and manages the solarZero system, and are responsible for the installation of the solar panels to your roof, the smart battery, and technology to run the system. That means there's no upfront costs to you for the technology or the system hardware.
6. As promised, we'll manage the system for you for 20 years at no additional cost. This includes repairs and necessary upgrades.
7. The solarZero subscription gives you members only access to grid power with a price protection rate for any excess grid energy (plus lines and network charges and GST). With the solarZero subscription, you also get:
 - Enhancements and upgrades that improve your system over time.
 - Access to exclusive members only rewards and benefits. Benefits including access to special pricing for a curated range of energy efficient products.

THE SOLAR GUARANTEES

The solarZero subscription is the new way to buy cleaner, cheaper, smarter energy.



Savings guaranteed

Guaranteed savings from year one and guaranteed savings over the 20 year term of the solarZero subscription.



Certainty guaranteed

The monthly fee for the solarZero subscription will never increase, regardless of inflation - unlike your electricity bill. Which means peace of mind and reassurance to combat the often unpredictable, frequently fluctuating monthly power costs.



Service guaranteed

24/7 monitoring, insurance, our team's experience, our passion for customer service, our pride in helping our members and our ongoing expert solar guidance is all included.



Reliability guaranteed

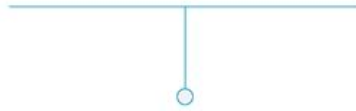
Thanks to the solarZero smart battery which intelligently manages and stores your household energy - even when the sun isn't shining. Stored energy means regardless of the weather - rain, hail, wind, cloud ... and even during power cuts - you'll never be left in the dark.

SAVINGS GUARANTEE

We guarantee you will save on your power bill, from year one.

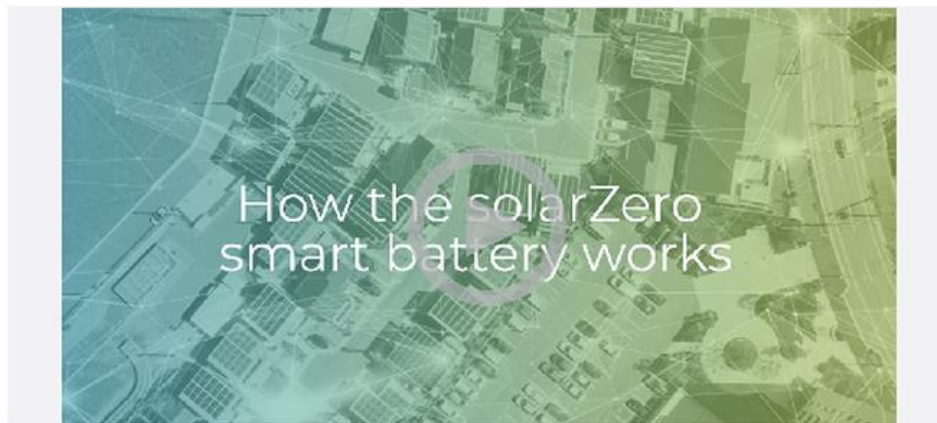
We guarantee that every year you will spend less on your electricity with us compared to what you would have spent with your current electricity retailer - if you don't save in a particular year we'll credit you the difference.

This guarantee assumes that the price you would have paid your current retailer increases each year by the rate of electricity-price inflation in NZ (as published by MBIE). We also assume that you'll be 5% more energy efficient when you switch to us - this is because evidence shows that consumers who use energy monitoring tools like ours will be up to 15% more efficient with their electricity usage.



HOW THE SMART BATTERY WORKS

The solarZero smart battery in your home has customised programming to fit your energy profile. This programming is based on the known data we have from your past power use (analysed from your previous power bills). The energy profile of each solarZero customer is unique and can change over time.



PARTNERS

BlackRock
Alternatives

NZGIF
NEW ZEALAND
GREEN INVESTMENT
FINANCE

Panasonic

 **ecotricity**

A BETTER WAY TO BUY POWER

WITHOUT SOLARZERO



Complex, unpredictable

For households without the solarZero subscription, their monthly power bill is either an ebill or a paper bill, where the dollar amount is highly unpredictable and can swing wildly from one month to the next, depending on any one of many different methods of calculation. Phew! Really?

WITH SOLARZERO

SOLARZERO



TOITŪ



Simple, predictable, easy to understand

You just get one low monthly solarZero subscription fee plus also a small top-up-from-the-grid bill from our partner Ecotricity depending on your power use over the month. Much better! Keeps the pricing down and without the wild fluctuations.



FREQUENTLY ASKED QUESTIONS

We have an easily searchable library with all our FAQs. You can access that [here](#).

Or visit our YouTube channel for some easy how-to videos [here](#).

MEET OUR GRIDFORGOOD™ MEMBERS

Meet some of our Guardian members who are powering their homes with cheaper, cleaner, smarter energy.

[Click here](#) to view their stories.



solarZero At Your Home

5.785 kW

System Size

7,967 kWh

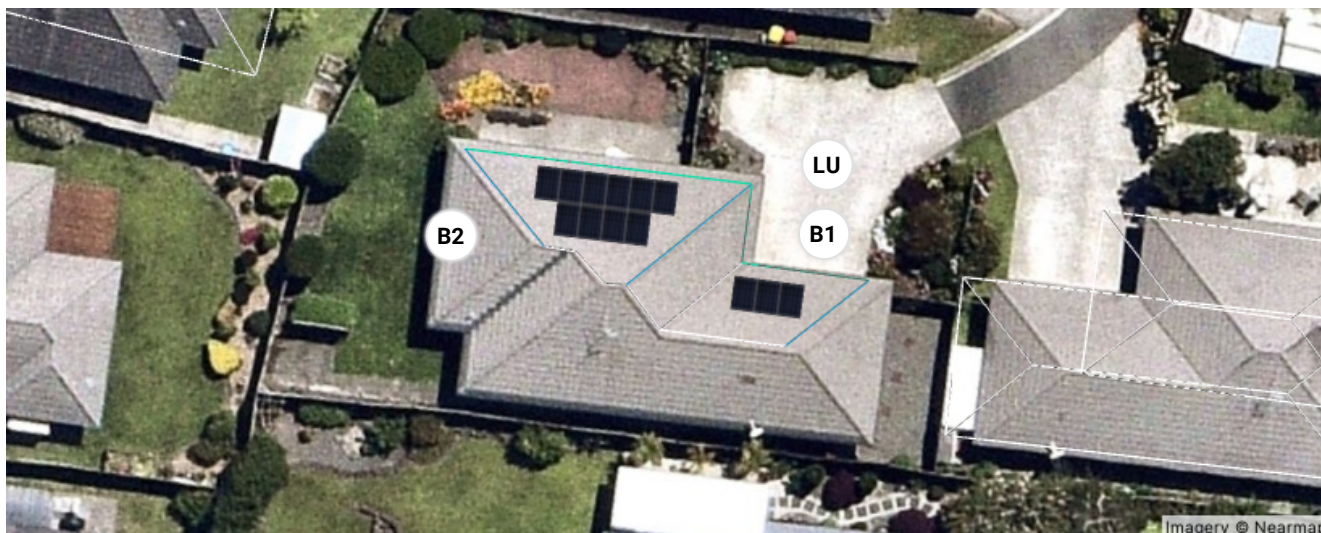
Estimated Annual
Solar Generation

\$180.00

Monthly Payments
excluding GST

\$22,926

Estimated net savings
over system lifetime



Imagery © Nearmap

B1 Battery Location - Garage.

B2 Alternative Battery Location.

LU Undergrounds Lines.

Your Solution

How solarZero works

Power your home with solar and battery storage to save money and help the planet. solarZero combines solar power, battery technology and access to wholesale spot prices for 100% renewable electricity from the grid.



SOLAR ZERO

Renewable energy experts

Our specialist fleet management team sit behind the scenes monitoring all the solarZero smart batteries. Read more about how their expertise came into play during Cyclone Gabrielle. Read more [here](#).



SOLAR ZERO

Meet our GridforGood members

Erin experienced the Christchurch earthquakes and knew that she wanted to make her next home more resilient. Knowing that she lives more rurally gives her peace of mind if it takes a while to restore the power.



solarZero Guardian Series: Erin Yorke

SOLAR ZERO

Moving home

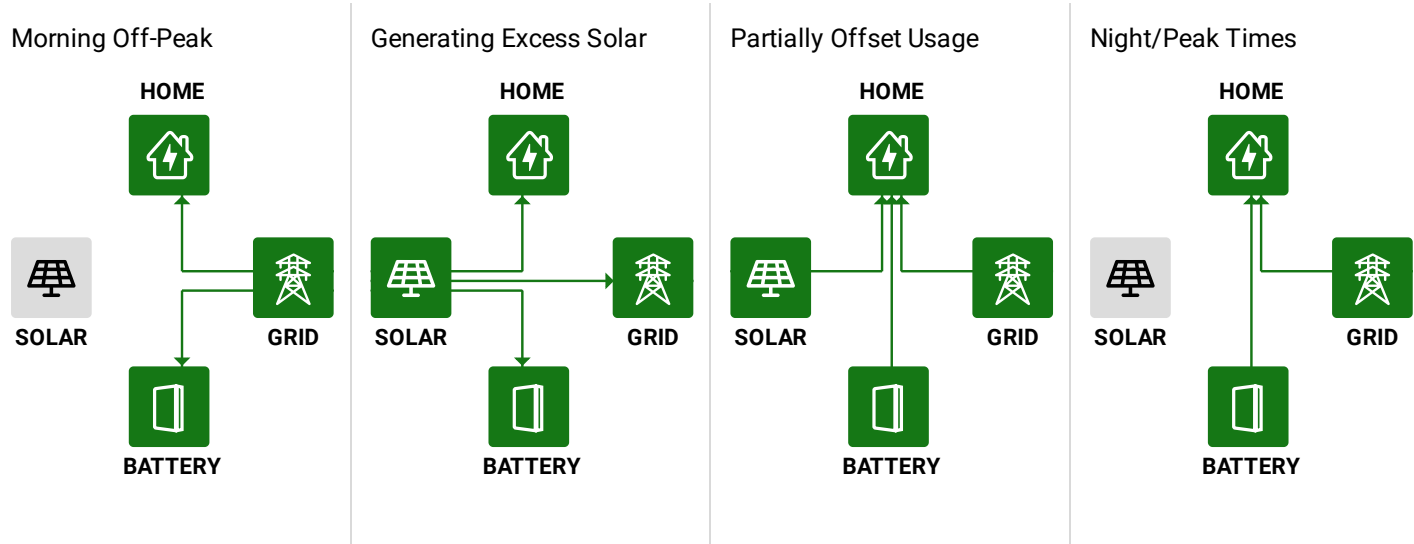
Wondering what happens when you want to move home? No stress we have you sorted with a dedicated Service Transfers Team to help you every step of the way. Watch our video to check out the options with solarZero.



Moving home with solarZero

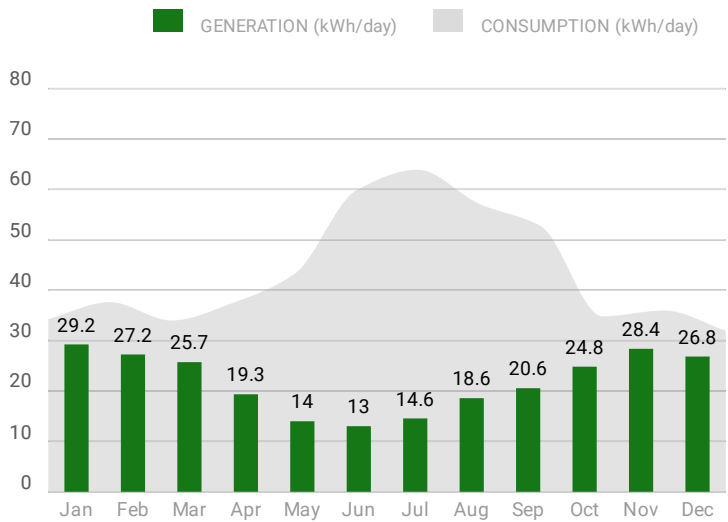
SOLAR ZERO

Battery Operation



Your Solar System's Generation Over A Year

53%
Energy From Solar



90% Self-consumption	10% Export to grid
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Generation vs. Consumption Graph: This shows the monthly solar generation. It differs from month to month depending on the season and how much sun there is. The amount of solar being generated is measured in a kWh unit. A kWh is the unit used to measure energy and is the equivalent of using 1 kilowatt for 1 hour.

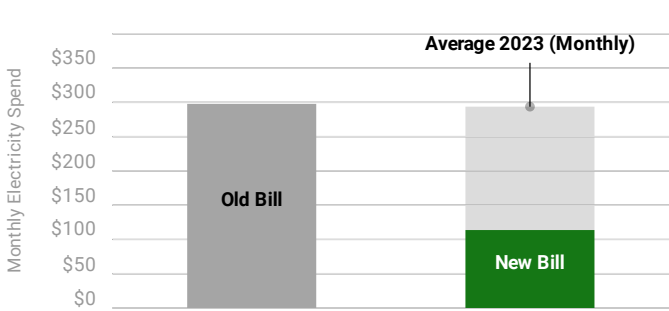
Energy from solar: This is the amount of energy generated by your solar panels compared to the total amount of energy needed to power your home for the year. Note that not all of this energy will be used in the home, with excess energy being sent back to the grid.

Self-consumption: Of the total amount of solar that will be generated by your solar system, this is how much of that generated energy you will use to power your home.

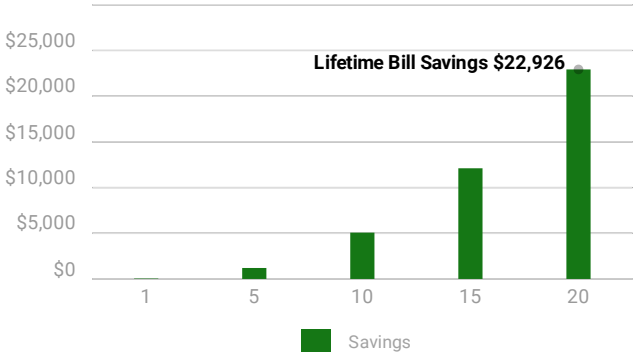
Export to grid: Of the total amount of solar that will be generated by your solar system, this is how much of that generated energy will be exported to the grid. This will be reflected as grid energy credits on your power bill from our partner retailers.

Your Home’s Estimated Savings

First Year Monthly Bill Savings



Cumulative Bill Savings



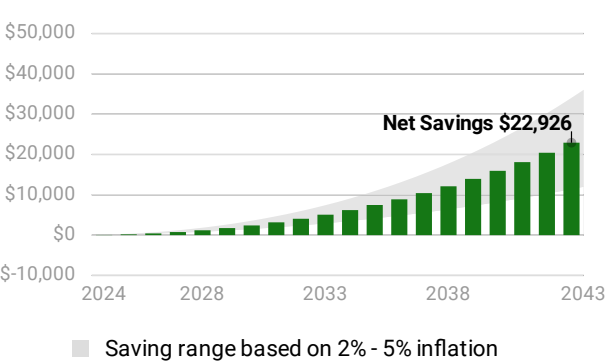
solarZero estimates your year one and lifetime savings based on the power bill that you provided. Yearly and annual increases are estimates only and are subject to change based on the final system size, design, configuration, and your family's energy usage. The right hand side shows how your new energy profile will be made up. The grey shows your fixed energy services fee from solarZero. The green shows the energy you will be purchasing from our partner retailer on a monthly basis at price protected rates. If you are not a gas customer you will get two monthly bills, one from us and a second from our partner retailer.

Your Home's Estimated Savings Average 2023

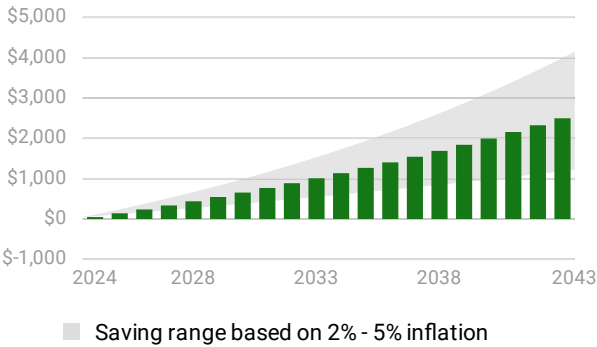
\$22,926

Estimated Net Savings over 20 years

Cumulative Savings From Going Solar



Annual Savings From Going Solar



The long run average annual inflation in electricity pricing is 3.5%, and this is assumed to continue in calculating your 20 year saving estimates. Over the past 10 years annual price inflation has been as high as 5% and as low as 2% and the range on the graph shows how savings may be impacted depending on inflation values. The savings estimate also includes a 5% energy efficiency assumption; this is because research shows that real time feedback on energy use from energy monitoring tools like ours can reduce usage by up to 15%. The system design may change based on a detailed engineering site audit if required. Actual system production and savings will vary based on the final system size, design, configuration, and your family's energy usage.

Quotation

Payment Option: Average 2023

13 x Solar Panels 445 Watt Panels (solarZero) 1 x Modular Battery System (solarZero) 1 x Smart Battery (solarZero)	
Monthly payments over 20 years	\$180.00 + GST

Assumptions We Used To Create Your Proposal

The calculations we used in this proposal are based in part on the information you have provided to your energy specialist and our site assessment of your home.

System Performance And Generation Assumptions

The system generation estimates in this proposal relate to the performance of the specified system

System Output Calculations are based on no shading, using solar radiation data from NREL via System Advisor Model 2020.02.29.r2 and Panel Orientations: 10 panels with Azimuth 7 and Slope 22, 3 panels with Azimuth 8 and Slope 21. .

Estimated production: 7967 kWh.

Estimated annual consumption: 15909 kWh

Savings

We guarantee that you will save across the entire 20-year term of your agreement.

Savings estimates and electricity rate estimates in this proposal are based on the electricity bill(s) provided by you or as otherwise indicated in this proposal. Any actual savings will depend on your actual individual circumstances (which may vary over time).

Savings estimates provided are based on the projection that power prices will increase by 3.5% per year.

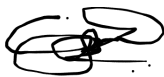
solarZero does not guarantee that any savings will be realised immediately after completion of system installation but that savings will be measured across 12 months from the system activation date and compared to the electricity rates supplied in the electricity bill provided by you prior to commencement of our service. Our savings calculations will also take into consideration any energy price rises in your area tracked by MBIE (Ministry of Business, Innovation and Employment)

The system will produce energy during daylight hours. Depending on how you consume energy, the amount of the system generation consumed on site will vary. Shifting usage of your appliances, such as clothes dryers, to daylight hours will help you to benefit the most from your solar system.

Quote Acceptance

I confirm I'm the legal owner of the property

Signature



Name

Mohammed Zaidi

Date

Feb. 10, 2024

SOLARZERO ENERGY SERVICES AGREEMENT

Key Terms of your solarZero Energy Services Agreement

Customer name and address:
Mohammed Zaidi
8 Arlington Court, Hamilton

Customer Contact Number:
0223961030

Date: 10th February 2024

Property:
8 Arlington Court, Hamilton

Here are the key terms of your solarZero Energy Services Agreement

\$ 180 + GST	20 Years
Monthly Payment*	Agreement Term
Initials here: <u>MZ</u>	

**The value of your solarZero Energy Services package is \$255 per month. After applying the VPP Credit of \$75.00 per month, your resulting Monthly Payment is \$180 + GST.*

Our solarZero Energy Services unlocks the power of the sun to deliver cheaper, smarter, clean power locally from your own roof..

The solarZero Promise*

1. You will save across the entire 20-year term (or longer if the term is extended) – if for some reason you don't save in a particular year, we will credit you the difference.
2. The fixed solarZero Monthly Payment you pay us for our services will never increase, regardless of inflation, for 20 years (or longer if the term is extended).
3. We will arrange Grid Electricity for you at price-protected rates enabling us to meet the Savings Guarantee for the energy you import and export each month (plus applicable lines or network charges and GST).
4. We will cover all standard installation costs required to install the Energy Hardware at your Property and we warrant any roofing work undertaken.
5. We warrant, insure, maintain and repair the Energy Hardware.
6. If you sell your home during the term of this Agreement we guarantee that, subject to our usual credit checks and on-boarding procedures, the new purchaser will qualify to receive the solarZero Energy Services under this Agreement.
7. We will remove the Energy Hardware at the end of the term free of charge.
8. As a solarZero customer you're a part of our Virtual Power Plant (VPP) – a network of energy resources (in this case, solar and smart battery systems) connected to the national power grid to provide clean energy when demand is high or there's a grid outage. Your Monthly Payment factors in a VPP Credit which is how we share with you some of the benefits of your participation in our VPP
9. You are free to cancel any time up to 10 working days prior to installation, at no charge.

* Subject to all terms and conditions of this Agreement

Your choices during the Term:

- At any time you may prepay the solarZero Monthly Payments remaining for the Agreement Term.
- If you sell or transfer your Property, you may either:
 - prepay the remaining solarZero Monthly Payments and transfer this Agreement to the new owner of your Property, amended to reflect such prepayment;
 - transfer this Agreement to the new owner of your Property;
 - transfer this Agreement and System to your new property (if suitable); or
 - terminate this Agreement (see details below).
- If there is a significant change in your circumstances you may be able to defer Monthly Payments for a period of time (see clause 22).

Your choices at the end of the Term:

- solarZero will remove the Energy Hardware at no cost to you unless you choose to renew this Agreement.
- This Agreement can be renewed by us for up to ten further years in two increments of five years each, unless you tell us that you do not wish to renew.
- You can upgrade to new Energy Hardware with the latest solar technology under a new Energy Services Agreement.

Your solarZero Energy Services package includes:

Solar power

Solar System Package: **13 Solar Panels & Battery Storage**
Estimated kilowatt hours per annum produced: **7966.58 kWh**

Battery storage

The ability to store power at your home in batteries provided by us.

Surplus power

Any power generated by the Energy Hardware that you do not consume is exported back to the National Grid and credited to you.

Any surplus electricity you export will be credited to you at price-protected rates agreed with our contracted Electricity Retailer, as part of our Savings Guarantee. This excludes any network charges and GST.

Access to grid power

Where you have used Grid Electricity procured from one of our contracted Electricity Retailers, you will be invoiced for this at price-protected rates determined periodically (plus applicable lines or network charges and GST). These rates will be set so as to enable you to save every year in accordance with our Savings Guarantee.

Any grid energy provided is separately charged by the Electricity Retailer in addition to the Monthly Payment.

Access to broadband

Broadband product: Not Available

Any broadband provided is included in the Monthly Payment.

Two way meter

To enable import and export of solarZero Electricity and ensure accurate billing, we will ensure a suitable two-way meter is installed at no cost to you.

Energy monitoring

We provide a 24/7 web-enabled energy management system and will provide personal energy advice to maximise energy efficiency in your home.

VPP Credit

The credit we provide you for being part of our VPP (Virtual Power Plant) - our network of solar energy systems connected to the National Grid to provide clean energy when demand is high or there's an outage.

Monthly Payment

The monthly cost of the Energy Services package (after applying your VPP Credit) is
\$ 180 + GST Initials here: M Z

You confirm:

Authority	You are entering into this Agreement as the Customer as agent for, and with the knowledge and authority of, all other legal owners (registered proprietors) of the Property.
Pre-existing Property conditions	You confirm that, to the best of your knowledge, a valid electrical certificate of compliance has been issued for all previous electrical works completed at the Property. Failure to hold valid electrical certificates of compliance and/or undisclosed ongoing electrical works within the Property may incur additional fees, delay the installation of the Energy Hardware, or cause solarZero to terminate this Agreement.
Title to the Energy Hardware	The Energy Hardware and the Energy Services are provided to you as part of a service and are not sold to you. Title in the Energy Hardware remains with solarZero at all times. The Energy Hardware is not a fixture forming part of the Property. Please ensure you understand all your obligations under this Agreement (contained below), particularly in respect of any sale of the Property during the Term.
Internet connection	If broadband is not provided as part of the Energy Services, you will make available, at your cost, a working, high speed internet connection. This enables us to connect remotely to the Energy Hardware and our monitoring equipment.

Important Information

The Key Terms may be amended from time to time, including to vary the solarZero Energy Services we provide. The latest set of Key Terms will apply at any given time.

We will notify you in advance of any amendments to be made and if, acting reasonably, you do not wish to accept those changes then you may terminate this Agreement and we will remove the Energy Hardware at our cost and make reasonable repairs to ensure the integrity of the roof material.

This document sets out key information about the services we will provide to you under the Energy Services Agreement.

Please read this Agreement carefully and seek advice, or talk to us, if you are uncertain about the meaning of any terms or about your responsibilities and commitments. You should keep this Agreement in a safe place. There is a limited right to cancel the Energy Services Agreement (see below for further details).

This Agreement binds as the Customer all legal owners (registered proprietors) of the Property on which the Energy Hardware is installed by virtue of being signed by all of them or by the Customer as their agent.

With the knowledge and authority of, and as agent on behalf of, all Property owners, you agree and acknowledge that the Energy Hardware will be installed at the Property in accordance with this Agreement, you agree to give or procure access for solarZero and its contractors and agents to the Property for the Term (including to remove the Energy Hardware) and you understand all your obligations as the Customer under this Agreement, including in respect of any sale of the Property during the Term. All Property owners (such as a spouse or trustee) are jointly and severally personally liable with you for all obligations of the Customer under this Agreement and the signatory to this Agreement must procure compliance by all other Property owners as if they were also signatories.

You agree that solarZero Energy may register an encumbrance instrument on the title to the Property to ensure that all those dealing with that title have notice of the existence of this Agreement, your obligations in the event of any sale or other dealing and of solarZero's rights in and title to the Energy Hardware. Because solarZero continues to own the Energy Hardware, this Agreement protects our ownership by creating a security interest in the Energy Hardware. This interest is registered on the Personal Properties Security Register, an online noticeboard where details of security interests in personal property can be recorded and searched.

By signing this Agreement electronically or physically in person, you and solarZero agree to be bound by this Agreement on the terms and conditions set out in it, comprised within both the Key Terms and the General Terms and Conditions.



Andrew Booth (10th February 2024)

For SOLARZERO ENERGY SERVICES LIMITED



(Mohammed Zaidi)

For THE CUSTOMER

General Terms and Conditions

Definitions

The capitalised terms used in this Agreement have the meanings given to them including:

Agreement	This Agreement between you and solarZero Energy Services Limited comprising the Key Terms and the General Terms and Conditions together with any schedules or attachments to it and all other related documents provided during the Term including the direct debit authority.
the Customer and you	The person(s) signing this Agreement as the customer, as agent for and on behalf of all owners (registered proprietors) of the Property, and any trustee who is also a registered proprietor of the Property, any person to whom this Agreement may be novated and any of your executors, heirs or permitted assigns.
Customer Hardware	Any hardware owned by you that is not provided by solarZero.
Distribution Charges	All amounts payable on account of the distribution of electricity on an electricity distribution network (being the electricity lines network of the distributor (lines company)), and includes all network, lines, regulatory levies and associated charges, including as a result of these being incurred by or passed onto solarZero.
Electricity Retailer	The retailer of the Grid Electricity, which may be an entity associated with solarZero or arranged by solarZero from amongst its panel of preferred partner retailers, with whom you contract for the provision of the Grid Electricity you require in addition to the quantity of solarZero Electricity made available by solarZero.
Energy Hardware	Any PV panels, inverters, framing, wiring, energy management and control/control systems, software, controls, batteries and any other equipment which is installed on the Property by solarZero in connection with the solarZero Energy Services.
General Terms and Conditions	The general terms and conditions as set out in this Agreement after the Key Terms, as amended from time to time in accordance with this Agreement.
Grid Electricity	Electricity sourced by the Electricity Retailer and made available to you at the Property, and includes the transmission and distribution components of that electricity.
Key Terms	The Key Terms of this Agreement as set out under that heading on pages 2 to 6 of this Agreement, as amended from time to time in accordance with this Agreement.
Limited Warranty	The limited performance warranty in clause 7.
Monthly Payment	The monthly fee you pay (after application of the VPP Credit) for the solarZero Energy Services, as shown in the Key Terms. Note you also pay separately for any Grid Electricity services (see clause 2.b).
National Grid	The high voltage electricity transmission network, which network as at the date of this Agreement is owned by Transpower New Zealand Limited (as that network may change from time to time).
New Build Customer	You are a New Build Customer if at the time of signing this Agreement the home at your Property is under construction or being substantially renovated (or those works are due to commence) or the works were completed and you started living at the Property within the last four months.
Property	The installation location at the Customer's property the address of which is set out in the Key Terms.
Reference Index	The Quarterly Survey of Domestic Electricity Prices, as published by Ministry of Business, Innovation and Employment (or, if that ceases to exist or be a suitable reference index, then a suitable replacement or equivalent index or measure which enables the best annual tracking of movements in domestic electricity prices nationally, as determined by solarZero).
Savings Guarantee	The savings promise to which we commit in clause 4 that applies to each Year of the Term.
solarZero Electricity	Electricity generated and/or stored by the Energy Hardware or (where relevant) from elsewhere within solarZero's distributed solar community, made available to you, with any surplus being exported by solarZero into the National Grid.

solarZero Energy Services	The services provided or arranged by solarZero under this Agreement.
solarZero Energy Services Limited, we, and us	solarZero Energy Services Limited (company no. 2147325) and includes its respective successors and assigns.
Term	The term of this Agreement, starting on the Switch-On Date and ending on the date that is twenty (20) years after that date (subject to any renewal or early termination).
Virtual Power Plant (VPP)	The use of solar and smart batteries installed at solarZero's customers' homes by us on an aggregated basis to interact with the National Grid, distribution networks and other participants in the New Zealand power market.
VPP Credit	The amount credited to your account each month for being part of our VPP, with the amount noted in the Key Terms.
Year	Each successive period of 12 consecutive months during the Term, starting from the Switch-On Date.

1. solarZero Energy Services

We will provide you with the solarZero Energy Services as described in clause 2 below, during the Term.

2. What the solarZero Energy Services Comprise

We agree to provide and make available to you the solarZero Energy Services:

- a. **solarZero Electricity:** We will generate and/or store solarZero Electricity from the Energy Hardware and sell and make this available to you at your Property for household (and not commercial) purposes.

The Energy Hardware is configured so that it generates and stores solarZero Electricity and/or Grid Electricity and discharges electricity through your Property at certain times during the day in a manner that is designed to reduce your overall cost of Grid Electricity.

Our obligation to make available solarZero Electricity is subject at all times to you having allowed us to install the Energy Hardware and to you not interfering with it, and otherwise complying with your obligations under clauses 6, 12 and 14.

- b. **Grid Electricity:** We will arrange for Grid Electricity to be sold and made available to you by the Electricity Retailer at price-protected rates for solarZero customers.

The rates applied for Grid Electricity consumed and solarZero Electricity exported will be set periodically with our Electricity Retailer to ensure our Savings Guarantee applies.

Your contract for Grid Electricity will be with the Electricity Retailer. As we do not provide the Grid Electricity ourselves, the availability and price of Grid Electricity depends on us having appropriate agreements in place with the Electricity Retailer. We will, on a regular basis, benchmark the price of Grid Electricity to ensure the Electricity Retailer is meeting its obligations to us and our customers.

Until the Energy Hardware associated with the solarZero Energy Services is operational, the Electricity Retailer's standard rates will apply for all Grid Electricity consumed at the Property up until the Switch-On Date, at which stage the rate for solarZero customers will apply in respect of Grid Electricity you consume.

The Electricity Retailer's supply of Grid Electricity to you is subject to an expectation of fair use. This expectation of fair use for the Grid Electricity services is based on the electricity consumption of a residential customer using electricity as their primary source of energy including hot water, cooking and heating. We have configured your energy service based on information provided to us by you, including recent power bills and responses to questions regarding key loads in your home. If your consumption of Grid Electricity exceeds this expectation of fair use the Savings Guarantee may no longer apply.

If your average Grid Electricity consumption over any period exceeds the Electricity Retailer's expectations of fair use over that period, they or we may contact you to discuss your usage and possible change to the solarZero Energy Services provided to reduce your consumption of Grid Electricity. Further, if the Electricity Retailer considers that your usage is in breach of their fair use policy, they may require you to move to an alternative retail price plan.

You may elect to discontinue the Grid Electricity services and switch to an alternative electricity retailer of your choice at any point provided at least 30 days' notice is given. It is important to note that by switching retailers to one which is not a provider with whom we have arrangements, you may not achieve the estimated savings and our Savings Guarantee will cease to apply.

In addition, if we are able to illustrate that your overall cost of Grid Electricity would reduce if you change pricing tariff (for example, switching from low user to standard user tariffs (or vice versa)), then we will request that you change to this pricing tariff. If you do not wish to change pricing tariff in these circumstances, then your Savings Guarantee may no longer be able to continue to apply.

All Grid Electricity is made available on and subject to all the terms and conditions stipulated by the Electricity Retailer in its contract with you, which you will be required to accept and observe. Please note in particular that there is no guarantee of uninterrupted supply of Grid Electricity and that issues on the National Grid or local distribution network may result in interruptions to supply and/or other supply issues. You will need to make payment to the Electricity Retailer for the Grid Electricity services they provide, including all associated Transmission Charges and Distribution Charges.

- c. **Resilience;** We will use reasonable endeavours to configure your Energy Hardware so that, during periods of severe inclement weather, you can maximise consumption of Solar Electricity to support your Property during periods of unavailability of Grid Electricity due to a blackout or power outage. This backup functionality must not be relied upon to power any critical equipment or processes, such as medical devices used for medically dependent persons.
- d. **Savings Guarantee;** Our savings promise as part of the Energy Services is separately set out in clause 4.

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- e. **Monitoring;** We will provide you with an internet-based application that monitors your Energy Hardware's productivity and energy consumption, and offer advice and services to enhance your energy efficiency.
- f. **Energy Hardware checks:** We will from time to time review the Energy Hardware's performance and your energy use and provide personalised feedback including in relation to the optimum utilisation of your solar electricity and battery system.
- g. **Energy efficiency services:** We will endeavour to provide you with further energy efficiency services as they become available, as technology develops and if they are suitable for your home and your needs. These may include one or more of the following (some of which would be provided at no extra cost but others of which may only be available upon payment of a further up-front fee or extra monthly cost):
- advice on energy savings generally;
 - through strategic partnerships with certain organisations (from whom we may receive commission payments), access at discounted rates to energy-efficient products such as whiteware products and other household appliances.
- h. **Broadband:** We may arrange for internet service providers to supply broadband services to you comprising:
- broadband purchased from an internet service provider;
 - hardware required to access broadband; and
 - technical support.
- Please note we do not provide these services ourselves and the availability of broadband as part of the Energy Services depends on us having an appropriate agreement in place with an internet service provider to facilitate this.

To access the broadband services, you will agree to the standard terms and conditions of the internet service provider.

3. Customer Loyalty Rewards - Broadband Customers

Our offer of broadband services may, from time to time, be supported by a customer loyalty rewards scheme that complements the energy efficiency aspects of our solarZero Energy Services. This may include such things as the provision of promotional product or store credits for you to spend at the mysolarZero store. The terms for any customer loyalty reward scheme will be provided to you in writing at or about the same time as this Agreement.

4. Savings Guarantee

So long as during the Term you continue to meet your obligations to us in clause 14, your fair use of Grid Electricity use obligations in clause 2, and otherwise comply with your obligations under this Agreement, you will save money every Year for the entire Term, as follows:

- a. Unless you are a New Build Customer (in which case b. below applies) we guarantee that you will save on electricity consumption at the Property relative to your expenditure (including on Transmission Charges, Distribution Charges and other fixed charges) with your previous incumbent retailer, adjusted to reflect any movements in the Reference Index from Switch-On Date and including a 5% energy efficiency gain assumption from the monitoring and Energy Hardware checks provided as part of the solarZero service. If for some reason you don't achieve this level of saving, we will credit you the difference, after the Year has elapsed.
- b. If you are a New Build Customer we guarantee that you will save on electricity consumption at the Property relative to what we estimate your expenditure would have been if, instead of the solarZero Energy Service, you sourced all your electricity needs at the Property from an Electricity Retailer at a price (measured in cents per kWh) equivalent to the Reference Index price, adjusted to reflect any movements in the Reference Index from the Switch-On Date and including a 5% energy efficiency gain assumption from the monitoring and Energy Hardware checks provided as part of the solarZero service. If for some reason you don't achieve this level of saving, we will credit you the difference, after the Year has elapsed.

For the avoidance of doubt this guarantee excludes any payments for broadband and applies for the full Year, and not part of a Year only.

5. Assignment

We may assign or transfer (in whole or in part) any or all of our rights and obligations under this Agreement and, if we do so, we will notify you of the assignee or transferee. This may include the assignment of grid electricity services to a retail service provider.

You are not permitted to assign this Agreement but you may novate it to any new owner of the Property, as described in clause 12.

6. Design, Installation and Maintenance

The following provisions apply in respect of design, installation and maintenance of the Energy Hardware:

- a. We will install photovoltaic solar panels, inverters, batteries, mounting system, any other Energy Hardware components and all associated electrical connections. We will comply with all industry-specific laws, standards, codes and consent requirements, and obtain all necessary statutory and regulatory licences, permits or consents required for the installation, removal, operation and maintenance of the Energy Hardware. We further agree to comply with any reasonable health and safety requirements you may have. You separately are responsible under clause 14 for Property-specific laws and requirements.
- b. We are responsible for the design and specification of the Energy Hardware and ensuring that the Energy Hardware is sufficient to meet our Warranty and Performance Guarantee in clause 7. This includes the determination of the number of, and selection of the make, specification and capacity of, the Energy Hardware components which we may change from those presented to you in your sales presentation provided that the solarZero Electricity production is no less than that set out in the description of the solarZero Energy Service package and the Battery Storage is sufficient to meet the Savings Guarantee.
- c. You must be present during the installation of the Energy Hardware. We will require your approval as to the location of the Energy Hardware to ensure this meets with your reasonable health and safety and aesthetic requirements.
- d. You must be present at the start of the installation of the Energy Hardware and contactable throughout the installation if we have any questions. We will require your approval as to the location of the Energy Hardware to ensure this meets with your reasonable health and safety and aesthetic requirements. If we are unable to agree on the location of the Energy Hardware then we both have the right to terminate this Agreement (subject to clause 22) without penalty or fee. During the installation we will also agree with you the connection of up to three circuits for use during a blackout or power outage, such as your broadband router, some kitchen appliances and key lighting. Our ability to

connect these circuits (including number of them) will depend on the electrical layout of your home and the condition of your pre-existing wiring.

- e. During the detailed property assessment process, or at the time of installation, we may identify obligations, responsibilities, or additional costs that are a condition to our obligation to provide you with the solarZero Energy Services. These obligations and responsibilities may include internet connection, health and safety requirements, scaffolding, electrical work, roof strengthening, vegetation removal, roof remediation work, and/or other work not reasonably foreseen by us. We will agree these works with you prior to proceeding with the installation. Both you and we have the right to terminate this Agreement (subject to clause 21) without penalty or fee, if you or we do not wish to proceed when these additional costs, responsibilities and/or obligations are identified. We will not be obliged to provide you with the solarZero Energy Services, or otherwise perform under this Agreement, if you do not comply with our requirements under this clause 6.d.

In addition, if you are a New Build Customer and your Property involves a new development with interior walls not yet installed and you have not already pre-wired your electricity for solar, we will arrange the pre-wiring for you to ensure your Property is properly wired to accommodate the Energy Hardware. We will cover the costs of this pre-wiring to a reasonable amount but we may require you to contribute to costs if they exceed our expectations of reasonable costs for this work (based on a standard home and installation). We will make you aware of these costs before proceeding and if you are not willing to pay these additional costs then we both have the right to terminate this Agreement without penalty. If we proceed with the pre-wiring and you subsequently terminate the Agreement prior to the Switch-On Date, you will reimburse all the costs we incurred to carry out this work within 7 days of terminating the Agreement.

- f. Should we identify an obligation under subclause d. above relating to vegetation removal or maintenance you may nevertheless elect to proceed with the installation prior to remedying this. However, the Savings Guarantee will not apply until such time as this work has been completed.
- g. solarZero will install the Energy Hardware at a time agreed with you. At the end of each day we will tidy up any equipment or waste materials left over by our activities. We will make good any errors or defects in the installation that are attributable to the installation provided we are notified of the error or defect within one (1) year of installation of the Energy Hardware.
- h. If you do not provide appropriate access and/or fail to meet the obligations or responsibilities identified as described in subclause d. above as conditions for installation of the Energy Hardware within 30 days of the date agreed for installation, you will pay any additional set-up costs to compensate us for any losses or extra cost suffered or incurred as a result of delay or cancellation.
- i. We will make minor adjustments and alterations to your Property as necessary to accommodate the installation of racking, solar panels, batteries, inverters and electrical wiring in a professional and workmanlike manner.
- j. We will tidy up after ourselves during and after the installation of the Energy Hardware.
- k. We will maintain and repair the Energy Hardware under the terms of the Limited Warranty.
- l. We will be entitled to upgrade the Energy Hardware as we deem necessary from time to time (for example, by replacing or adding panels, batteries or other equipment or hardware or effecting other improvements to it). The make, specification and capacity of the components will be at our discretion subject to our ongoing obligations to you under clause 4 and clause 7. We will contact you in advance as to our intentions and give you at least 10 days' prior notice of our need to access the Property. You must facilitate access for this purpose but we will try to accommodate your needs if we can.
- m. We will perform our obligations under this Agreement to the usual and reasonable professional standards within the industry and prudent electrical practices, complying with all statutory and regulatory requirements and professional codes relevant to the work being undertaken.
- n. If we damage the Property or your belongings we will repair or pay for the damage we caused, having regard to the age and condition of the Property at the time of installation. However, installing the Energy Hardware can incur minor cosmetic blemishes as a result of affixing of the system. We will make reasonable endeavours to minimise cosmetic damage to your Property but will have no liability to make good any cosmetic damage.
- o. When we penetrate your roof during an Energy Hardware installation, we will warrant that we will make good any roof damage we cause due to our roof penetrations (other than purely cosmetic damage), having regard to the age and condition of the roof at the time of installation. This roof warranty will run the longer of one (1) year following the completion of the Energy Hardware installation or the length of any

existing installation warranty or new homebuilder performance standard for your roof.

7. Warranty & Performance Guarantee

- a. Subject to the terms of the limited warranty in this clause 7, and the terms of clause 25, solarZero warrants that during the Term the Energy Hardware will operate so as to achieve the savings as referred to in clause 4, subject to you complying with your obligations under this Agreement.
- b. If after the Switch-On Date it becomes apparent that the savings will not be achieved for the aggregate level of consumption for which the Energy Hardware was designed, then the parties will confer to agree on appropriate enhancements to the Energy Hardware or (if enhancements are not agreed) on a reduction to your Monthly Payment.
- c. During the Term, under normal use and conditions the Energy Hardware will be free from defects or breakdown in materials or components. We will repair or replace any defective part of the Energy Hardware within a reasonable period upon receipt of your advice or if we identify via remote monitoring that there is an issue to which this Limited Warranty applies. We may use new or reconditioned parts or upgrade parts when making repairs but in any case ensure the Energy Hardware performs at a level required for us to deliver your Savings Guarantee.
- d. You can advise an issue under this Limited Warranty by writing (including by email) to us at the address shown on the front of this Agreement.

Exclusions:

This Limited Warranty does not cover you for any reduction in availability of solarZero Electricity or fault as a consequence of someone other than solarZero or its agents servicing, repairing, removing or re-installing the Energy Hardware, or for any breach by you of this Agreement, including denial of access, failure to clear the Energy Hardware of shading vegetation or wilful or negligent damage to the Energy Hardware, or a failure to keep the Energy Hardware free of debris.

This Limited Warranty is further subject to clause 25.

8. Ownership

- a. All solarZero Electricity generated and/or stored by the Energy Hardware during the Term belongs to solarZero until consumed by you.
- b. The Energy Hardware is not a fixture of the Property and is owned by solarZero, including all data generated by the Energy Hardware. Neither you nor any other Property owner or other person has any ownership or other rights to the Energy Hardware or the data, except as expressly provided under this Agreement. For and on behalf of all owners of the Property from time to time, you agree that you will not grant, and will not permit to exist, any mortgage, charge, encumbrance, other security interest, claim, deed, title or other adverse interest either specifically or in part over the Energy Hardware.
- c. Any tax credits, carbon or green credits or similar incentives and offsets in existence now or in the future are or will be owned by or used for the exclusive benefit of solarZero and its affiliated companies. You will not claim such benefits and will do what is necessary to assign such benefits to solarZero during the Term.

9. Virtual Power Plant

- a. **Using the VPP:** Subject to our obligations to you regarding the Savings Guarantee and the resilience services referred to in clauses 2.a and 2.c above, from time-to-time we will manage your Energy Hardware on an aggregated basis (ie together with the Energy Hardware owned or used by our other customers) as part of our Virtual Power Plant (VPP) to interact with the owner of the National Grid, network companies and other electricity industry participants, and otherwise participate in New Zealand's electricity markets. Examples of how we use the VPP include:
 - i. bidding capacity into the Electricity Reserves market (a market used to ensure electricity generation and consumption remain in balance during unforeseen events); and
 - ii. providing services to distributor (lines) companies designed to help reduce the demand on the network during peak periods.
- b. **VPP Credit:** You acknowledge that we may be paid for our VPP, and we share some of these benefits with you by applying the VPP Credit to your account from the Switch-On Date, which has enabled us to charge you a lower Monthly Payment.

10. Damage or Loss and Insurance

- a. We will maintain insurance for damage or loss to the Energy Hardware. You are liable for any damage or loss to the Energy Hardware caused by you or your agents or invitees, including any co-owners of the Property.
- b. You agree to maintain insurance at your expense to cover all damage to the Energy Hardware for which you are liable, and cover any damage to the Property caused by the Energy Hardware unless that damage is a result of our failure to install or maintain the Energy Hardware pursuant to our obligations under this Agreement. It is your responsibility to make sure that the installation of the Energy Hardware does not affect your existing insurance cover. You are responsible for any consequential losses from not acquiring or maintaining such cover.

11. Repair and Removal

- a. **Temporary removal:** If the Energy Hardware needs to be removed to facilitate renovations, repairs or maintenance you wish to make to the Property during the Term, then you agree that you will notify us that removal of any of the Energy Hardware is required and we will, or will appoint an authorised agent to, carry out such removal (and re-installation if required), at your cost. You will store the Energy Hardware safely and securely and be responsible for any damage to it or loss or theft of it. The warranties we provide on installation also apply to the re-installation. Should your works require the removal of the Energy Hardware for more than one month we may agree to defer payment of the Monthly Payment for a period of time, which period will be added to the Term (and documented in writing). If the works conducted mean that the Energy Hardware cannot be reinstalled then you will be deemed to have defaulted under clause 19 and be responsible for the costs for removal as set out in clause 21.
- b. **Removal at end of Term or on termination by you:** If the Energy Hardware is removed at the end of the Term, or as required under clause 21.f, we will remove the posts, replace fixings, and waterproof the area of the roof where the Energy Hardware was installed (without repainting). You acknowledge that the Property will not be reinstated to its original condition and may incur minor cosmetic damage on installation and removal. Any reinstatement will primarily be to waterproof the fixing, post or conduit penetration area (as applicable) on the roof so that the roof is watertight after removal, having regard to its age and condition. In addition to any statutory warranties or guarantees that you are entitled to under applicable law, we will warrant the waterproofing for 90 days after the Energy Hardware is removed. Where the battery cabinet requires removal we will fix, plaster and paint any holes so that the wall surfaces are returned as close as possible to their original condition prior to installation (having regard to their age and condition). The metal mounting of the battery cabinet will remain in place, however.
- c. **Removal for transfer to new Property:** Where removal is required under clause 12.c, we will remove the posts, replace fixings, and waterproof the area of the roof where the Energy Hardware was installed (without repainting). You acknowledge that the roof will not be reinstated to its original condition and may incur minor cosmetic damage on installation and removal. Any reinstatement will primarily be to waterproof the post area on the roof so that the roof is watertight after removal, having regard to its age and condition. Where the battery cabinet requires removal you will be responsible for any remediation (ie filling holes, plastering, painting) required, unless we cause additional damage to the Property for which we will make good. In addition to any statutory warranties or guarantees that you are entitled to under applicable law, we will warrant the water proofing for 90 days after the Energy Hardware is removed. Note for system transfers under clause 12.c, the terms in subclause b. above will apply on removal at the end of Term at the new Property.
- d. **Removal on termination by us:** Where removal is required under clause 21.f, we will remove the Energy Hardware and replace roof fixings but we will not remediate or waterproof the Property. For clarity, the waterproofing warranty will not apply in these circumstances.
- e. In all of the above circumstances above, you agree to cooperate as reasonably required by us in removing the Energy Hardware including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimises inconvenience to you.

12. Selling, Vacating and Letting the Property

Provided you give us at least one month's notice in writing prior to settlement of your intention to sell or vacate the Property, you may:

- a. **Prepay this Agreement:** prepay all outstanding Monthly Payments as specified in clause 16 and transfer to the new owner of the Property the rights and all the payment obligations for Grid Electricity under clause 12.b below; or
- b. **Novate this Agreement:** transfer this Agreement by novating it to the new owner of the Property provided that there are no outstanding payments due from you, the new owner passes our usual credit checks and any other onboarding requirements, and both you and the new owner sign a novation agreement in the form prescribed by solarZero. Under this novation agreement, a new agreement is constituted between the new owner and solarZero, the new owner assumes all your rights and obligations as the Customer and you are released from all liability on and from the effective date of the novation. You must include in your sale and purchase agreement a requirement that the new

owner give us access. We will also need you to give us the new owner's name and contact details. You consent to us providing your consumption, actual savings and other relevant data to the new owner for the purposes of demonstrating the benefits of the Energy Service.

- c. **Transfer this Agreement to new Property:** If you do not prepay or are unable to novate this Agreement to the new owner under subclauses a. or b. above, then you may transfer and install the Energy Hardware at a new property either:
- i. at your cost (including removal, storage, re-installation, equipment costs (such as scaffolding) as well as other costs identified at the time of initial installation under clause 6.d; or
 - ii. If you have been a customer of solarZero at the Property for at least five years from the Switch-On Date, at our cost except that we may extend the term of this Agreement for such period as is necessary to recover these costs.

Your new property will become the Property and this Agreement will continue on its terms (details of the new property and any extended term to be recorded in writing by way of amendment to this Agreement).

Clause 6 shall apply to the installation of the Energy Hardware, except that If the Energy Hardware is unable to be transferred to the new property or the new property does not meet our usual qualification criteria, and none of the other options in clause 11.a to 11.c is exercised, then subclause d. below will apply;

- d. If the novation and transfer options in clauses 11.a to 11.c are not completed within a reasonable period, then you will be deemed under clause 19 to have defaulted under this Agreement and we will be entitled to terminate it pursuant to clause 21.f.

You will be expected to continue making all payments while the options in subclauses a. to c. are being finalised, and, in the case of subclause d., until the date of termination. Where we agree to transfer the Energy Hardware under subclause c. to a new property, we will defer any payments owing under this Agreement if there is a period of more than one month between the change of Property.

You may let the Property but you will continue to have all your responsibilities as the Customer and you must procure that the tenants and other occupants of the Property respect our rights under this Agreement. You will be responsible for the tenants' and their agents' and invitees' compliance with the requirements of this Agreement applicable to you as the Customer.

13. Renewal

At the end of the Term you have the option to renew this Agreement for up to ten (10) further years in two (2) five (5) year renewal periods on the same terms. This Agreement will automatically renew for each term unless you contact us in writing and terminate at least 30 calendar days prior to the expiration of the Term. If, due to oversight on your part, you miss the termination deadline, you may still elect to terminate at any time after such renewal, in which case you will not be deemed to be in default under this Agreement and we will remove the Energy Hardware from the Property at our cost and meet our obligations under clause 11.b.

14. Your Obligations

- a. You warrant that you have the legal capacity to enter into this Agreement and comply with your obligations, as well as the financial capacity to meet the required payments. You have an absolute obligation to meet all payments required under this Agreement without any set-off or deduction for any reason, and this obligation extends to your executors and heirs.
- b. You agree that:
- i. **Good title:** You have good title to the Property (either alone or with others), as owner and that there are no third party rights or interests in the Property (including any mortgage provider's rights) that would adversely affect our rights to the ownership and management of the Energy Hardware. It is your responsibility to ensure nothing in this Agreement will cause you to breach any part of your agreement with any third party that has a secured or registered interest in the Property.
 - ii. **Capacity:** You warrant to us that you have entered into this Agreement as the Customer, with the knowledge and authority of, and as agent and on behalf of, all other legal owners (registered proprietors) of the Property. Together with all other owners of the Property, you are jointly and severally personally liable for performance of all of the Customer's obligations under and in accordance with this Agreement. All warranties, undertakings, acknowledgments and agreements by you as the Customer are given or made accordingly.
 - iii. **Property features:** You are responsible for ensuring that installation of the Energy Hardware is permitted under laws, regulations, bylaws and other requirements relevant to your Property, such as any title restrictions, mortgage or contractual restrictions or zoning or district plan requirements (while we separately have the obligation under clause 6.a to comply with industry-specific laws and requirements). We will support you as we are able by supplying supporting documentation.
 - iv. **Roof attachments:** Where attachments to your roof, such as any antenna or satellite dish, need to be moved to facilitate or enhance the performance of the Energy Hardware, it is your responsibility to make these changes. Where we make these changes on your behalf, the changes are at your risk for installation and the associated services.
 - v. **Health and safety:** You will work with us to provide a safe and secure working environment during installation and maintenance of the Energy Hardware, including as notified by us to you.
 - vi. **Access:** During the Term and after the Agreement expires or is terminated, you will allow, upon reasonable notice (except where immediate access is required for safety reasons, where you will immediately allow), solarZero, or its agents, access to the interior and exterior of the Property for the purposes of inspecting the Property, designing, installing, testing, operating, repairing, replacing, and removing the Energy Hardware, including cables, inverters and monitoring equipment and connections, or ensure and procure such access for solarZero or its agents. You will immediately notify us if you think the Energy Hardware is unsafe or damaged in any way.
 - vii. **Removal and alteration:** You may remove the Energy Hardware to effect any repairs or improvements to the Property only in accordance with the terms of the Limited Warranty (see clause 7 and see also clause 11). You are not to do or permit anything to be done to the Energy Hardware so that it does not function as intended, unless such actions are required to protect property or life on an emergency basis. You may not make or allow any modifications to the Energy Hardware that could invalidate the Limited Warranty without our prior written consent. You may not remove any markings or identification tags on the system.
 - viii. **Title to Energy Hardware:** Title to the Energy Hardware remains with solarZero at all times and you have no right to give away, transfer, sell, or remove the Energy Hardware at any time without our prior written consent. Any modifications to the Energy Hardware, whether carried out by solarZero, its agents or by you, become part of the Energy Hardware and the property of solarZero.
 - ix. **Home and property maintenance:** You agree to keep trees, bushes and hedges trimmed so that the solar panels receive as much sunlight as they did when first installed and not to modify your home in a way that shades the solar panels. Energy Hardware performance may be improved under certain circumstances by cleaning the glass surface of the solar panels (following approved cleaning processes). Your roof warranty may also require the underneath of the solar panels to be cleaned. We can recommend a suitably qualified and approved contractor to perform these services, at your cost, if required.
 - x. **Customer Hardware owned by You:** You agree that any Customer Hardware on the Property, owned by you and provided to solarZero in order to deliver the Energy Service and the Savings Guarantee, is maintained and free of defects. You will repair or replace any defective part of the Customer Hardware within a reasonable period. We will not be responsible for failure of delivery of the Energy Service or any

failure to achieve the Savings Guarantee as a result of any unavailability or failure of the Customer Hardware.

- xi. **Internet and power connection:** You must make available a standard 230V power connection. If broadband is not provided as part of the Energy Services, you will make available, at your cost, a working, high speed internet connection for use by the Energy Hardware and our monitoring equipment. The internet connection may be used to transmit information about the Energy Hardware's productivity, diagnostics, and your energy usage. A sustained failure to provide, or any disconnection or malfunction of, the internet connection may result in our monitoring equipment being unable to record your consumption and as a result we may be unable to perform some or all of the Energy Services and the Savings Guarantee will not apply for that period. We will not be responsible for any loss of solar performance or data as a result of any unavailability of the internet connection.
 - xii. **Joint and several liability:** All Customers (being all legal owners of the Property) are jointly and severally liable (subject to clause 31) to meet the Customer's obligations under this Agreement.
 - xiii. **Use of Energy Hardware for the Virtual Power Plant:** You acknowledge we use the Energy Hardware as explained in clause 9. These services and activities are provided subject to our obligations to you (including those pursuant to clauses 2.c, 4 and 6).
 - xiv. **Smart meter data access:** You agree to allow us to have direct access to energy data recorded by the import export meter installed at the property to allow us to perform some or all of the Energy Services.
- c. If anyone in your household becomes a "medically dependent consumer" during the Term, please contact your Electricity Retailer so that can be noted on their register. The Energy Hardware should not be relied upon as part of an individual emergency response plan (called an IERP) of medically dependent consumers.

15. Payments

In consideration for us providing the Energy Services to you, during the Term you will pay the Monthly Payments to us in accordance with this Agreement. You will also be liable for any payments to an Electricity Retailer or internet service provider (see clauses 2.b and 2.h). Fees for Grid Electricity or broadband services will commence from the date of provision of these services which may be prior to the Switch On Date. In these circumstances your payment for the Energy Services will be adjusted to the Monthly Payment after the Switch On Date.

16. Payment Method

- a. Unless otherwise agreed in writing, all payments will be made without deduction or set-off and in cleared and immediately available funds, by direct debit from your nominated bank account and will be in New Zealand dollars.
- b. You acknowledge and accept that we may communicate with you by electronic means to advise of any changes to direct debit amounts.

Schedule of Payments	
Monthly Payment	Paid by direct debit on the first of each month or monthly from the date of the first payment The partial month's payment for the first month of services will be charged according the following formula: $(\# \text{ of days in month} - \text{day of month of activation}) / \# \text{ days in month} * \text{Monthly Payment}$
Direct Debit Dishonour Fee	\$20 for each occurrence of a direct debit transactions failing due to funds availability.
Late Payment Fee	\$25 for each 30-day period where a payment is late for each payment that is late (in addition to any Direct Debit Dishonour Fee).

- c. You will reimburse us any reasonable costs incurred by us in recovering any amounts owed by you to us.
- d. You acknowledge that your supply of Grid Electricity may be disconnected as a result of non-payment of any amounts owing to either solarZero or the Electricity Retailer. This is in addition to any remedies under clause 21.

17. Prepayment

- a. You may at any time prepay all outstanding Monthly Payments under this Agreement and continue to receive the Energy Services, warranty and maintenance services for the remainder of the Term. To exercise this option you must be in good standing under this Agreement and give us at least one month's prior written notice. In the case of prepayment, the outstanding Monthly Payments under this Agreement will be calculated with reference to the net present value of the outstanding Monthly Payments at a discount rate of 4 %. NPV will be calculated in accordance with the following formula:

$$NPV = PV1 + PV2 + PVn$$

Where -

$$PV = C / (1 + (0.04/12))^N$$

C = the value of the future Monthly Payments and N equals the number of compounding periods.

- b. If you decide to prepay all outstanding Monthly Payments under this Agreement, you will not be obliged to make any further Monthly Payments under this Agreement following such prepayment. All other terms of this Agreement will remain in force.

18. Energy Hardware Shut Down Payments

- a. If you caused or requested the Energy Hardware to be shut down, or actions or inactions on your part result in the diminished output of the Energy Hardware, you will continue to be responsible for paying your Monthly Payments in accordance with this Agreement.
- b. If the Energy Hardware is shut down or unavailable for more than 7 days you will receive a credit for the number of days the Energy Hardware is inactive, unless clause 23 applies or provided that such shut down, unavailability or inactivity is not due to your action or

inaction and is not caused by a failure of the National Grid or local distribution network.

19. Default

You will be in default of this Agreement if:

- a. you breach the terms of this Agreement and you have not rectified that breach within 14 days of written notice to do so;
- b. you transfer or assign, by whatever means, your obligations under this Agreement without our prior written consent;
- c. you fail to prepay, novate or transfer this Agreement pursuant to clauses 12.a to 12.c;
- d. you have falsified or provided misleading information to us in order to enter into this Agreement;
- e. you suffer an insolvency event, are declared (or an application is made to declare you) bankrupt and/or you are unable to pay your debts as they fall due.

20. Remedies in the Case of Default

If you are in default under this Agreement, solarZero may:

- a. terminate this Agreement in accordance with clause 21;
- b. take reasonable action, including legal action, at whatever time, to enforce your performance of this Agreement and recover from you all amounts due including relevant taxes, penalties and interest, and all costs incurred to affect that remedy;
- c. deactivate the Energy Hardware or arrange for the disconnection of your Grid Electricity, either temporarily or permanently;
- d. disconnect and/or take whatever lawful action is required to recover the Energy Hardware and return it to our possession;
- e. charge you a reasonable reconnection fee to turn the Energy Hardware back on after any switch-off or disconnection due to your default;
- f. Disconnect broadband services provided.
- g. You will reimburse us for any reasonable costs incurred by us in effecting the remedies in this clause 21 and in enforcing this Agreement.

21. Cancellation, Review and Termination

- a. **Cancellation of entire Agreement by you:** You may cancel this Agreement by giving us written notice of cancellation at least 10 working days prior to the installation of the Energy Hardware. You may also have a right of cancellation in some circumstances under clause 6. Should we have paid or contributed towards an early termination fee to a prior retailer and you subsequently cancel this Agreement pursuant to this clause you will be required to repay amounts paid by us in full to us within 15 working days of cancellation.
- b. **Cancellation of broadband prior to commencement of broadband service:** You may elect not to proceed with including broadband services as part of the solarZero Energy Services by notifying us within 5 business days of the date of this Agreement. Should we have paid or contributed towards an early termination fee to a prior broadband retailer and you subsequently cancel this Agreement pursuant to this clause you will be required to repay amounts paid by us in full to us within 15 working days of cancellation.
- c. **Cancellation of broadband services:** If you receive broadband services from us as part of the solarZero Energy Services, and you subsequently wish to cancel your broadband services or move those services to another provider, then you will be required to provide 30 days' notice and enter into a new energy service agreement excluding broadband with revised Monthly Payments for the remainder of your term.
 - i. If you have received any promotional product(s) as part of your broadband services, and cancel or transfer your broadband services within 5 years from the date we dispatch the promotional product(s) to you, you will be required to refund us such proportion of the cost of the promotional product as is commensurate with the duration of the unexpired portion of that five year period.
 - ii. If you cancel or transfer your broadband services within 1 year, you will also be required to pay any early termination fee charged to us by our broadband partner.
 - iii. If you cancel your broadband services at any time, credits earned as part of a customer loyalty reward scheme will be forfeited.

- d. **Cancellation by solarZero:** This Agreement is subject to us verifying that you have a satisfactory credit history and by signing this Agreement you authorise us to obtain your credit information to confirm that you are able to meet all payments required under this Agreement. We in our absolute discretion may cancel this Agreement if you do not meet our credit criteria. You authorise us to share the credit history data it obtains with the Electricity Retailer. Should we have paid or contributed towards an early termination fee payable by you to a prior retailer and we subsequently cancel this Agreement pursuant to this clause, you will be required to repay to us in full the amounts so paid by us, within 15 working days of cancellation.
- e. **Review and termination at your request:** If, having taken account of all of the solarZero Energy Services provided by us since the date of this Agreement, you can reasonably demonstrate that we have not provided the solarZero Energy Services in accordance with clause 2, we agree that we will review the key terms of your solarZero Energy Services package. To ensure we continue to deliver the services as promised you should contact us so that we can review and resolve this as soon as it occurs. If we are unable to resolve the issue after reasonable efforts, you may terminate this Agreement by giving not less than one month's written notice. Should you terminate this Agreement we will agree with you a time to remove the Energy Hardware (such removal to occur within a reasonable time following the termination date) and you agree to provide all reasonable access and assistance to us to allow us to remove the Energy Hardware. All your obligations under this Agreement relating to installation of the Energy Hardware also apply to any removal of the Energy Hardware.
- f. **Termination by us:** If we are entitled to terminate this Agreement in accordance with clauses 19 and/or 20, we may do so immediately on written notice to you and, without limiting our rights at law, may:
- enter on to the Property at a reasonable time to remove the Energy Hardware (and you and any other owners or occupants must facilitate such access); and
 - recover from you our costs incurred in installing the Energy Hardware on or prior to Switch-On Date and in removing the Energy Hardware from the Property, as well as the depreciated value of any part of the Energy Hardware that we are unable to re-use.
 - Where you are in default under clause 19 you acknowledge that you waive any obligation on our part to remediate the roof or the Property and we will have no obligation to meet your costs in doing so.
- g. **Other consequences of termination:** Termination of this Agreement will not affect the rights or obligations of either party accrued up to the date of termination. If this Agreement is terminated, you will be liable to pay any amounts we have reasonably incurred to provide you with the Energy Services under this Agreement and those incurred in connection with the contract termination (including any outstanding balance of any Monthly Payments up to the date of termination).
- h. **Survival:** Clauses which by their very nature need to continue to have effect beyond any termination of this Agreement (including, without limitation, clauses 7, 8, 10, 14, 15, 21.f 21.h, 23 to 28, 30 to 32, 34 and 35) shall survive termination.

22. Change in Circumstances

If, as a result of a change in circumstances, you should find yourself in financial hardship, we may in our discretion, having regard to your circumstances, agree to defer payment of the Monthly Payment for a period of time, which period will instead be added to the Term by way of extension. We will use all reasonable endeavours to arrange with the broadband provider for the continuation of your broadband services over the period of any such deferral. Where broadband services continue during the deferral period, you will be required to pay for these until the end of the revised Term. You must continue your payments to the grid electricity service provider unless an alternative arrangement can be made directly with that provider

23. Force Majeure

- a. Neither of us will have any liability under this Agreement as a result of any delay or failure to comply with each of our obligations (other than payment obligations) if that delay or failure is caused by a Force Majeure Event, subject to the party affected by the Force Majeure Event using reasonable endeavours to mitigate the effects of the Force Majeure Event and to reduce any loss or damage suffered by the other party.
- b. For the purposes of this Agreement, a Force Majeure Event means a circumstance beyond the control of and not caused by your or our fault or negligence, including but not limited to abnormal weather, lightning, earthquake, fire, war, riot, acts of terrorism, civil disturbance. A Force Majeure Event also includes unavailability of the National Grid, failure of any third party infrastructure equipment including power or voltage spikes, or a grid supply voltage outside of the standard range, caused by someone other than us.

- c. The suspension of obligations under this Agreement is limited to the scope and duration of the Force Majeure Event. If the Force Majeure Event continues for a period of more than 90 Days either party may terminate this Agreement on notice to the other.
- d. Written notice of a Force Majeure Event must be provided in writing by the party affected by the Force Majeure Event to the other party within 14 days of the Force Majeure Event.

24. Indemnity

You shall indemnify and hold harmless solarZero and all employees, officers, agents, successors and assigns of solarZero from and against:

- a. any and all third party claims, actions, costs and expenses, obligations, demands and liens, of any kind connected to or resulting from your breach of this Agreement, or your negligence or wilful misconduct;
- b. any costs or liabilities incurred as a result of your failure to maintain a safe site during installation and maintenance of the Energy Hardware or for loss or damage caused to the Energy Hardware by you or any other person at the Property (other than solarZero and its agents, representatives, contractors or employees);
- c. any denial of access to the Property by you or any other owner or other person (whether for maintenance, removal or other purposes) as provided for in this Agreement;
- d. any sale of the Property to a new owner without compliance with clause 12.

Nothing in this Agreement requires you to indemnify us for our own negligence or wilful misconduct.

25. Limitation of Liability

Subject in all respects to the provisions of the Consumer Guarantees Act 1993 and to your rights under it, neither of us will have any liability to the other under or arising out of this Agreement other than in the event of our breach of this Agreement or in the event of our negligence or wilful default. If one of us is liable under or arising out of this Agreement, such liability will only be for those losses or expenses which are a direct, actual and reasonably foreseeable result of the relevant act or omission, and neither of us will ever be liable for any indirect or consequential loss, liability or expense (or any loss of profits, revenue, opportunity or goodwill).

26. Limitation of Warranty

Except as set out in this Agreement or as required by applicable law, all representations, warranties or guarantees, whether expressed or implied by statute or custom relating to the Energy Hardware, the Energy Services or any other services provided by us to you under this Agreement are excluded. For the avoidance of doubt, nothing in this clause limits your rights under the Consumer Guarantees Act 1993 or the Building Act 2004, where those Acts apply.

27. Disputes

If a dispute arises under this Agreement, please notify us of the nature of the dispute, in writing, at the address on the front of this Agreement or by sending an email to resolutions@solarzero.co.nz. We will attempt to resolve your complaints in a timely and satisfactory manner in accordance with our internal dispute resolution process. You may request a copy of this process at any time.

28. Personal Property Securities Act and Encumbrance Instrument

- a. Without limiting any other provision of this Agreement, you acknowledge that this Agreement creates, in our favour, a security interest (as defined in the Personal Property Securities Act 1999 ("PPSA")) in the Energy Hardware and that we may register a financing statement in respect of it. This security interest secures the performance of your obligations under the Agreement.
- b. If we ask you to, you must do anything reasonably required to perfect our security interest in the Energy Hardware in accordance with the PPSA, including providing details (which details you warrant will be complete, accurate and up-to-date in all respects when you provide them) about you and the Energy Hardware.
- c. You waive your right to be given a copy of any verification statement in relation to any financing statement or financing change statement we may register.

- d. You agree that solarZero shall be entitled to register an encumbrance instrument against the title to the Property, to protect solarZero's interest in the Energy Hardware and ensure any party dealing with the title is aware of the existence of this Agreement, solarZero's interest in the Energy Hardware and this Agreement and the requirements of clause 12 in particular.

29. Privacy and Marketing

- a. You acknowledge that we collect your personal information (including your name, address, contact details and other personal information required as part of providing the Energy Services) for the purposes of providing the Energy Hardware and the Energy Services, assessing you for suitability as a customer (including disclosing such information to credit reporters and to undertake appropriate credit checks) and to contact you for future promotional purposes. The collection of this information is compulsory and if you do not provide it where requested, we may not be able to provide Energy Services to you.
- b. We may disclose personal information about you to our financiers and to third parties that we appoint to perform originating, servicing and/or management roles in relation to our customers, as well as to other third party service providers involved in providing the Energy Services (including, without limitation, Electricity Retailers and broadband providers).
- c. We treat all personal information in accordance with our obligations under the Privacy Act 2020. You have rights under the Privacy Act 2020 to access and correct information that we hold about you. To do so, please contact us at our address at the front of this Agreement.
- d. By entering into this Agreement, you consent to us contacting you (including sending you commercial electronic messages by email, fax and SMS) for marketing and promotional purposes. You may unsubscribe to electronic marketing messages from us in accordance with the Unsolicited Electronic Messages Act 2007.

30. Capacity of solarZero

solarZero manages its performance under this Agreement as part of a group of companies, the parent of which as at the date of this Agreement is solarZero Limited. Where this Agreement requires solarZero to do something, or refers to solarZero doing something, or gives solarZero a right or benefit, that includes solarZero doing so through any of its affiliated companies (or associated trusts) or acquiring or exercising that right or benefit. Those companies do not, however, become party to this Agreement nor does it become enforceable against them rather than, or as well as, against solarZero. Notwithstanding the foregoing, solarZero maintains the responsibility for its performance under this Agreement. All references to solarZero in this Agreement are to be construed accordingly.

31. Independent Trustees

Where any independent trustee has signed this Agreement as the Customer, in addition to all other trustees of the relevant Property owning trust, the liability of that independent trustee will be limited to the assets for the time being of that trust and that independent trustee will accordingly not be personally liable to us under this Agreement.

32. Entire Agreement

This Agreement, as well as the sales presentation specifically designed for and delivered to you prior to your signing this Agreement, together constitute the entire agreement between the parties in respect of the matters covered by them and supersede all previous agreements either verbal or in writing in respect of such matters. In circumstances where this Agreement and the sales presentation are inconsistent this Agreement will prevail. Please note, in particular, our right under clause 6.b to amend the Energy Hardware from that presented in the sales presentation subject, in particular, to our obligations under the Savings Guarantee.

33. Amendments

Subject to any right conferred by this Agreement on solarZero to amend the Key Terms or any other aspect of the solarZero Energy Services or the parties' rights or obligations, any amendments to this Agreement must be agreed either in writing, by email or other form of electronic confirmation by both parties. Where a customer wishes to upgrade the Energy Service to include broadband (and other services) any amendments to the Monthly Payments will be recorded to amend the agreement between the parties.

34. Partial Invalidity

The illegality or invalidity of any part of this Agreement will not affect the legality or enforceability of any other part of this Agreement under any law.

35. Governing Law

This Agreement is governed by and is to be construed in accordance with New Zealand law.



This proposal has been prepared by solarZero using tools from OpenSolar. Please visit www.opensolar.com/proposal-disclaimer for additional disclosures from OpenSolar.