

solarZero
Service Transfer
And Novation
Agreement

Date:**Property SC Number:****Address:****Vendor Customer Name:****Purchaser Customer Name:****Energy Services Agreement date:****System Activated:****Effective Date of Novation:**

Sale and Purchase of the Property

The Vendor and solarZero are the parties to the Energy Services Agreement in respect of the System installed at the Property. A copy of the Agreement is annexed to this Novation.

The Vendor or a related party has sold, and the Purchaser or a related party has purchased the Property. Settlement of the sale and purchase is due to take place shortly.

With solarZero's consent, the Vendor wishes to novate the Agreement to the Purchaser, and the Purchaser wishes to accept that novation, on the terms set out in this Novation so that a new contract is formed between the Purchaser as replacement Customer and solarZero.

Transfer and Novation

With effect on and from the Effective Date, but subject to solarZero confirming that it wishes to proceed, having conducted requisite credit checks in respect of the purchaser (to which checks the purchaser provides all necessary consents by signing this Novation):

- a) The Vendor transfers and novates the Energy Services Agreement to the Purchaser such that, legally, a new contract is formed between the Purchaser and solarZero on the same terms as the Energy Services Agreement;
- b) The Vendor is released from all of its obligations and liability in relation to the Energy Services Agreement arising after the Effective Date (but not any arising before the Effective Date);
- c) The Purchaser assumes all rights and obligations of the Customer under the Energy Services Agreement arising on or after the Effective Date and is substituted as the Customer under the Energy Services Agreement;
- d) solarZero consents to the foregoing transfer and novation and agrees in favour of the Purchaser to discharge all of its obligations under the novated Energy Services Agreement on and from the Effective Date.

The Vendor warrants in favour of the Customer that it is not in default of any of its rights or obligations under the Agreement.

If the sale and purchase of the Property is not completed, then (subject to such verification or other steps as solarZero may wish to undertake) this Novation will be void and of no effect, and the Energy Services Agreement with the Vendor will remain in full force and effect.

Subject only to the transfer and novation in accordance with this Novation, the Energy Services Agreement is confirmed as a new contract subsisting between the Purchaser and solarZero.

Definitions

Effective Date	The date on which the transfer and novation constituted by this Novation takes effect, being the date specified on page one of this Novation (and, if none is specified, or if settlement does not occur on that date, then it will be the date on which the sale and purchase of the Property is actually settled unless the parties agree a different date).
Energy Services Agreement	The Energy Services Agreement details of which are set out on page one of this Novation.
Novation	This transfer and Novation deed between the Vendor, the Purchaser and solarZero.
Purchaser	The Purchaser as set out on page 1.
Vendor	The Vendor named as the Customer in the Energy Services Agreement.

Your new solarZero Energy Services Agreement

Parties:	solarZero and the new Customer
Term:	
Fixed monthly payments:	
Total Payments over term:	
Energy Services package:	

Important Information

This document and the annexed Energy Services constitute a new contract between the Purchaser as the Customer and solarZero. Please read this Novation and the Energy Services 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 Novation and the Energy Services Agreement in a safe place. There is a limited right to cancel the Energy Services Agreement (see the Energy Services Agreement for further details).

This Agreement applies both to Customers all of whom own the Property on which the System is installed and to Customers who have an ownership interest but do not comprise all of the Property owners.

With the knowledge and authority of, and on behalf of, all Property owners, you agree and acknowledge that the System is installed on the Property in accordance with the Energy Services Agreement, you agree to give or procure access for solarZero and its contractors and agents to the Property for the remainder of the Term (including to remove the System) and you understand all your obligations as the Customer under the Energy Services Agreement, including in respect of any sale of the Property during the Term.

Notwithstanding that the Energy Services Agreement may be entered into on behalf of other Property owners (such as a spouse, family-member or trustee), by signing this Novation the Purchaser is personally liable for all obligations of the Customer under the Energy Services Agreement and is responsible for procuring compliance by all other Property owners as if they were also signatories.

solarZero Service Transfer and Novation Agreement



By signing below, solarZero and the Customer agree to be bound by this Agreement on the terms and conditions set out in it.

A handwritten signature in black ink, appearing to read "P. Cochrane", is written over a large rectangular box.

Peter Cochrane, Director

Public Trust as trustee of the SolarZero Residential Warehouse Trust and solarZero Residential No.1 trust; and solarZero Contract Servicer Limited (trading as solarZero) by their authorised representative, SZ Servicing Limited

Signed on behalf of the **PREVIOUS CUSTOMER**

Signed by the **NEW CUSTOMER**