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Aidon Gotardo
28 Crossgar Road, Auckland

Valid until: 1st July 2024



Solar Energy System Proposal

4th June 2024

Kia ora Aidon,

Going solar can feel a little overwhelming at the beginning, we get it. That's why our systems are simple, and our friendly team of energy experts are trained to help you each step of the way.

Over the past 35 years we've perfected our systems to be the simplest and most efficient in the market so you can save with solar.

We have created this proposal to show you how solar will ensure you can continue to power your home comforts while lowering your energy costs.

Ngā mihi,

Angus Edwards

The easiest way to save on the cost of energy

At SolarZero we reduce the cost of energy - for homes, communities and the planet.



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.



Energy savings

Making it easy to afford the energy you need by helping you maximise savings.



Flexible options

Making it easier for you to find a solar solution that fits your needs.



Ongoing support

Get the most out of your solar system with our ongoing optimisation and support.



Environmental impact

Making it easy to make a positive difference for the environment by driving the transition to 100% renewables.

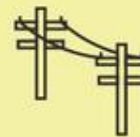
Current state of energy in New Zealand



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.



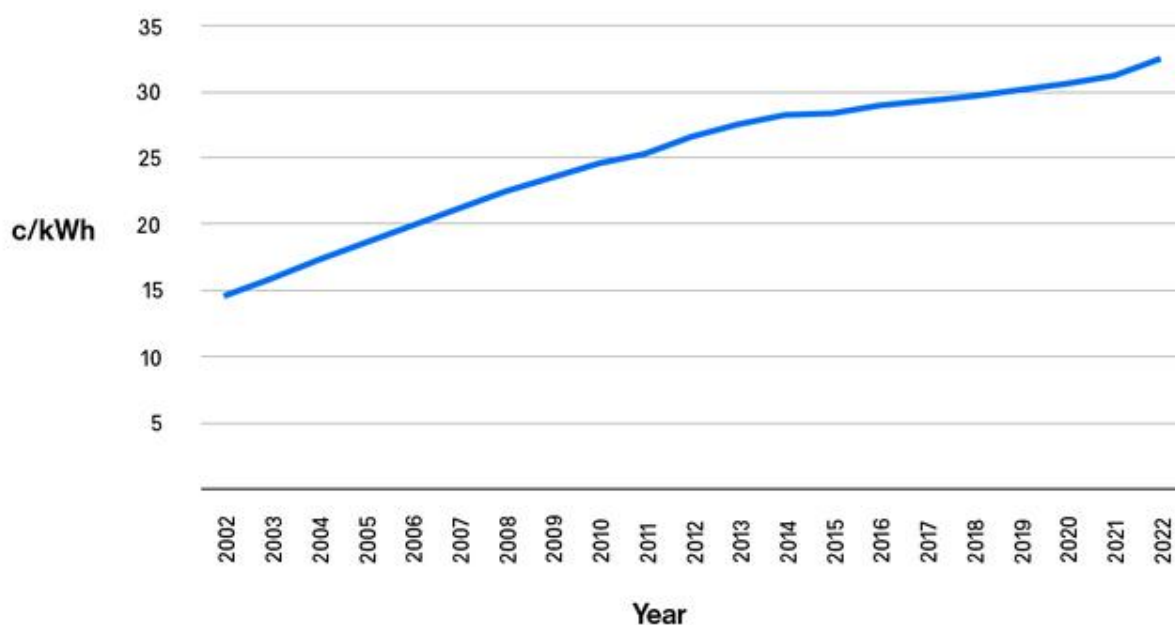
As we electrify transport and move away from gas we need to add additional energy infrastructure to support this.

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.*

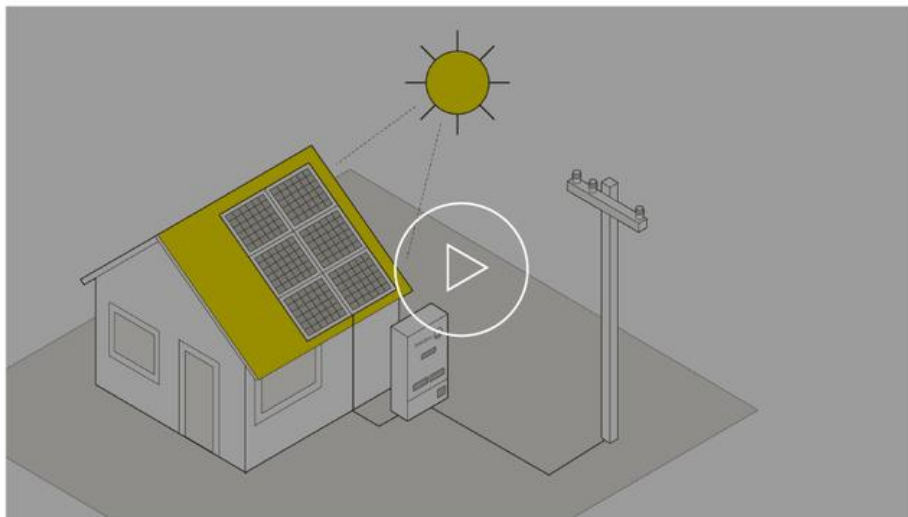
Electricity prices 2002 - 2022



*MBIE Quarterly Survey of Domestic Electricity Prices

How our solar system works

New to the science of solar? No worries. To help we've made a simple guide on how it works and the significant savings our systems can provide both for you and the planet.

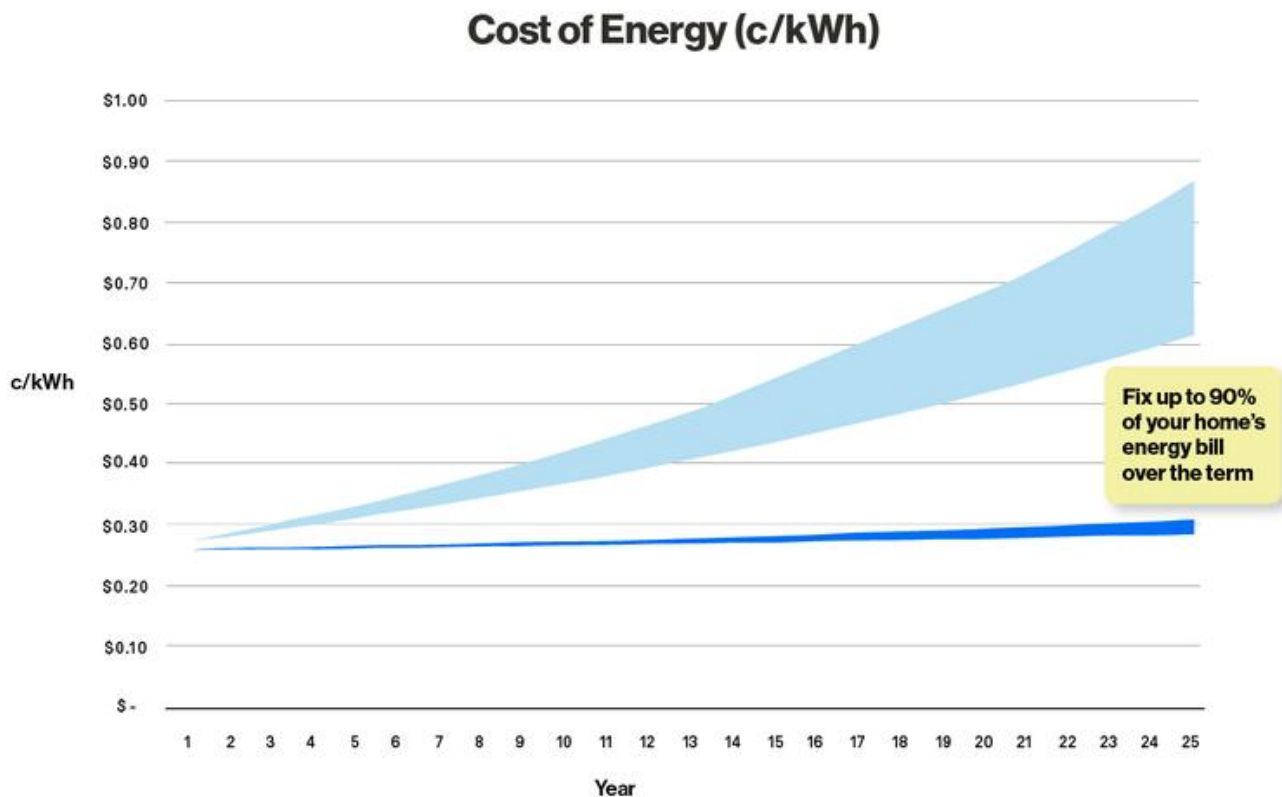


Solar success stories

We've dedicated decades to helping New Zealanders transition their homes to solar. Meet Belinda, who powers her Hawke's Bay home with our solar subscription.



The easiest way to save on energy



Estimated grid cost of energy



Solar subscription estimated cost of energy

Estimated grid cost based on average NZ electricity price from MBIE figures 2024 (ex GST).
 Annual inflation shown between 3.5% and 5% (Quartile 2 and Quartile 3 annual inflation rates respectively between 2004 and 2023)
 SolarZero estimated cost based on average consumption and customer monthly fee (on a fixed price 25 year term)
 with 90% of cost from the subscription fee and 10% from residual grid energy required.
 SolarZero cost band based on same 3.5% and 5% annual inflation range as previously for the grid energy component.

Solar subscription vs energy retailers

Compare	Solar subscription	Energy retailers
24/7 system monitoring, maintenance and insurance	✓ Unlimited support for 25 years	✗ N/A
Guarantees	✓ 25 year performance guarantee	✗ No guarantee of supply
Get Paid	✓ 14c/kWh export (+GST) *	✗ N/A
Exclusive rates	✓ 14c/kWh import (+GST, network charges and retailer fee) *	✗ Average rate of import 16.72c/kWh (+GST) **
Take control and spend less on your powerbills	✓ Fix up to 90% of your home's energy bill over the term	✗ Exposed to variable price increases
VPP credit	✓ \$75 per month credited off your subscription fee as a share of revenues from our VPP	✗ No share
Back up power	✓ A smart battery comes as standard with our solarsubscription	✗ At risk of power cuts

* Initial rates. Rates reviewed annually.

** This is based on the NZ average energy cost as per MBIE QDSEP rates as at November 2023 (excluding GST)
The equivalent comparison accounts for daily charges and metering costs to allow a direct compare of the implied energy rate on a like for like basis.

What are the benefits of solar with us?



\$0 upfront installation fee

We cover all installation costs for a seamless switch to solar and make the change to renewable energy accessible to as many people as possible.



Monthly fee

Our monthly fee ranges from \$94 - \$205 +GST per month depending on the size of your system. Enjoy lower energy costs by opting into one of our two ways of subscribing to solar.



Energy savings

Install solar for \$0 upfront installation fee, and enjoy lower energy costs for 25 years.



Exclusive rates for grid power

For any additional energy that you need to buy or any excess sunshine you need to sell back, we provide you with exclusive rates from one of our retail energy partners.



Optimised service

Our team of solar experts regularly monitor the performance of your system to optimise its performance and your savings.



Hardware replacements

Over the course of your 25 year subscription we'll provide hardware maintenance at no additional cost. This includes a replacement of the battery if required (usually after 10 years).

Working with

**BlackRock
Alternatives**

NZGIF
NEW ZEALAND
GREEN INVESTMENT
FINANCE

Panasonic

A better way to buy power

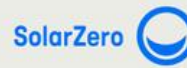
Without solar subscription



Complex, unpredictable

For households without a solar 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 solar subscription



Simple, predictable, easy to understand

You just get one low monthly solar 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](#).

Our solar success stories

Meet Kiwis who are powering their homes with solar.

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



SolarZero At Your Home

6.675 kW

System Size

8,785 kWh

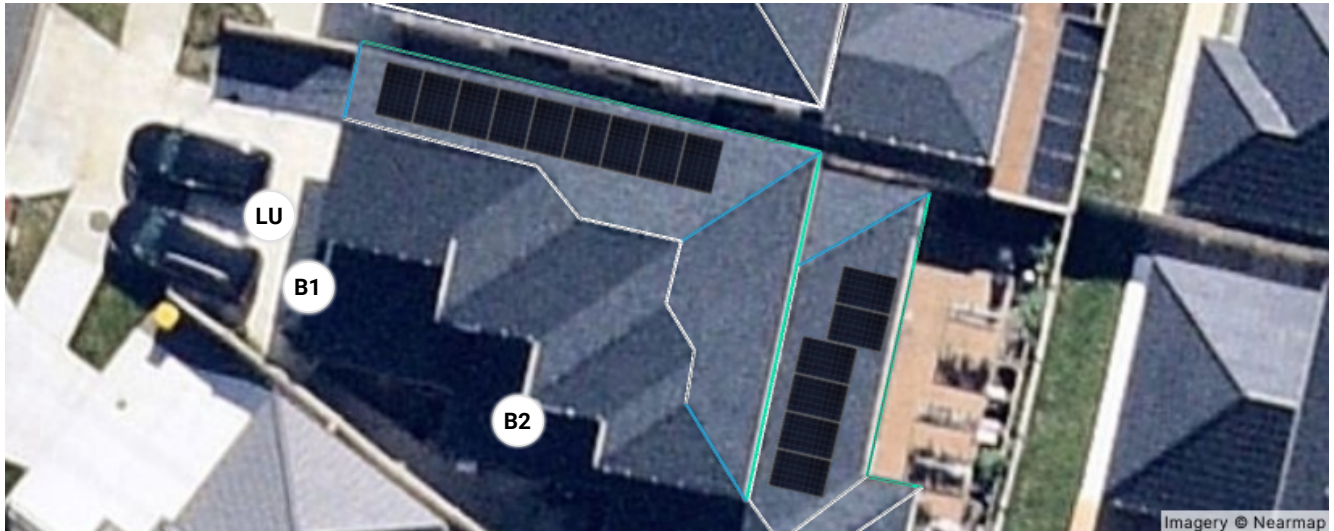
Estimated Annual
Solar Generation

\$132.00

Monthly Payments
excluding GST

\$18,298

Estimated net savings
over system lifetime



B1 Battery Location 1 **B2** Battery Location 2 **LU** Line Underground

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.



SolarZero 

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](#).



SolarZero 

Our solar success story

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 

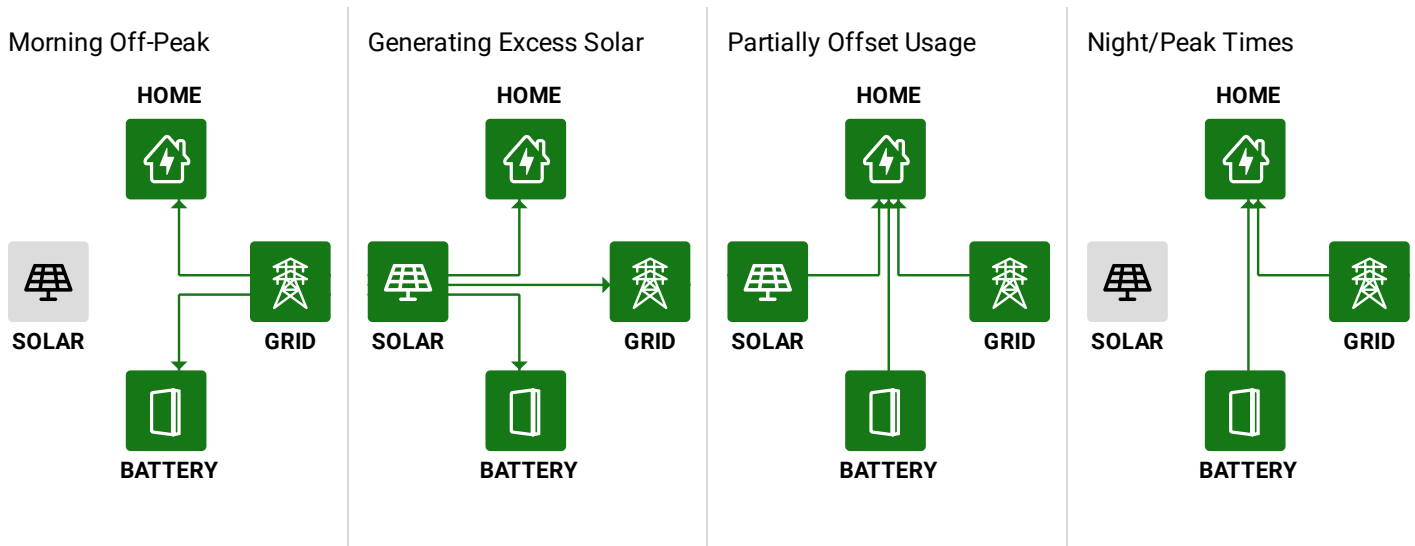
Moving home

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 us.



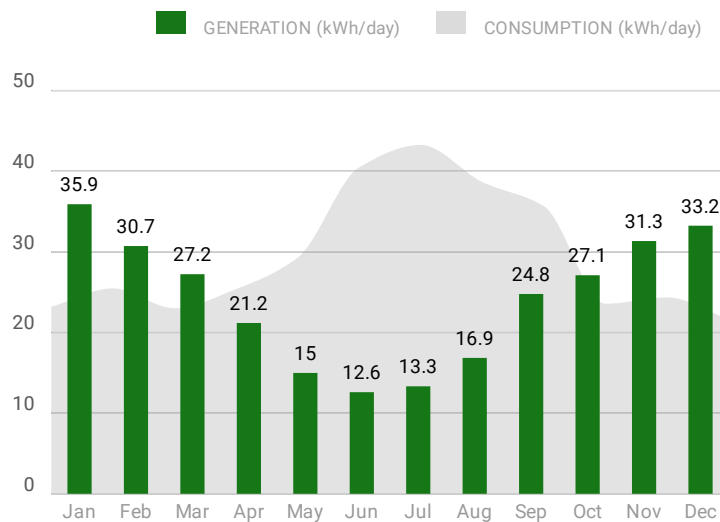
SolarZero 

Battery Operation



System Performance

86%
Energy From Solar



59%
Self-consumption

41%
Export to grid

Generation vs. Consumption Graph: This shows the expected 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.

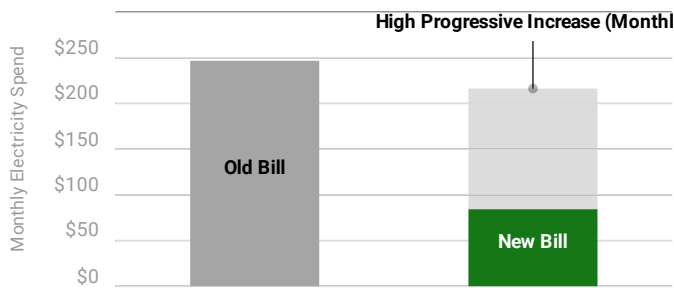
Energy from solar: This is the amount of energy we expect to be generated by your solar panels compared to the total amount of energy needed to power your home for the year. Note that not all of this energy will be used in the home, with excess energy being sold by you back to the grid.

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

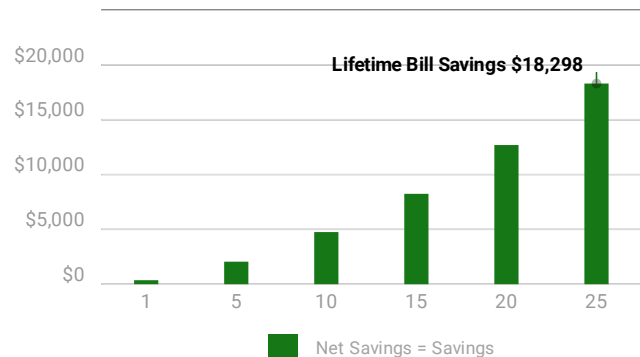
Export to grid: Of the total amount of solar that will be generated by your solar system, based on your historic usage this is how much of that generated energy we expected will be exported to the grid. This will be reflected as grid energy credits on your power bill from our partner retailers.

Your Home's Estimated Savings

First Year Monthly Bill Savings



Cumulative Bill Savings



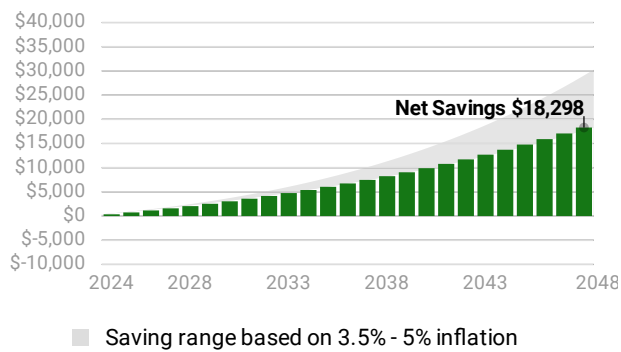
SolarZero estimates your year one and lifetime savings based on the power bill that you provided. Yearly and annual increases are estimates only and are subject to change based on the final system size, design, configuration, and your family's energy usage. The right hand side shows how your new energy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

Your Home's Estimated Savings High Progressive Increase

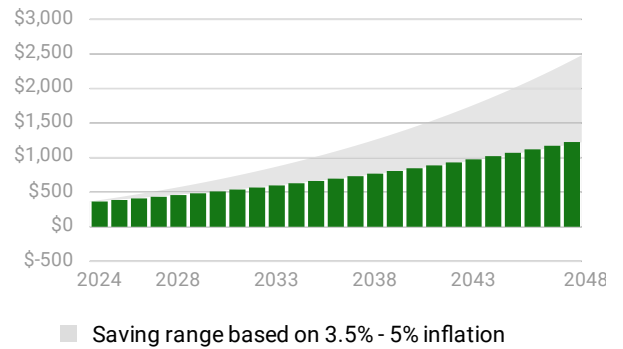
\$18,298

Estimated Net Savings over 25.0 years

Cumulative Savings From Going Solar



Annual Savings From Going Solar



The long run historical average annual inflation in electricity pricing is 3.5%, and this is assumed to continue in calculating your 25 year saving estimates. The graph shows how savings may be impacted depending on inflation values between 3.5% and 5%. 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 actual future electricity price inflation rates, the final system size, design, configuration, and your family's energy usage.

Quotation

Payment Option: High Progressive Increase

15 x solarZero 445 Watt Panels (Solar Panels)
1 x Modular Battery System (solarZero)
1 x Smart Battery (solarZero)

Monthly payments in year 1

Yearly fee escalation 2.5% p.a.

\$132.00 + 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 Panel Orientations: 9 panels with Azimuth 13 and Slope 19, 6 panels with Azimuth 103 and Slope 12. , no shading and using solar radiation data from NREL via PVWatts

Estimated production: 8785 kWh.

Estimated annual consumption: 10770 kWh

Quote Acceptance

I confirm I'm the legal owner of the property

I acknowledge that I am entering into a 25 year agreement

I agree to the monthly solar subscription fee

I acknowledge there will be an annual increase to my monthly solar subscription fee

I consent to a credit check

Along with my monthly solar subscription invoice, I agree to switch to SolarZero's grid energy retail partner, and receive my variable retail bill from them each month

Signature



Name

Aidon Gotardo

Date

June 4, 2024

SolarZero Energy Services Agreement

SOLARZERO ENERGY SERVICES AGREEMENT

Key Terms of your SolarZero Energy Services Agreement

Date: 4th June 2024
Customer name and address:
Aidon Gotardo
28 Crossgar Road
Auckland, 2019

Customer Contact Number:
0225320880

Prepared by:
SolarZero Energy Services Limited
Level 2, New North Road, Eden Terrace
Auckland, 1021
Phone: 0800 11 66 55
customer@solazero.co.nz
Property:
28 Crossgar Road, Auckland

Here are the key terms of your SolarZero Energy Services Agreement

SolarZero subscription: High Progressive Increase

Solar Panels: 15 x 445W PV Panels
Battery: 5.37kWh (nominal capacity)
Hybrid inverter with backup power for blackouts

\$ 132 + GST	2.50%	25 Years
Monthly Payment*	Annual Price Increase	Agreement Term
Initials here: <u>AG</u>		

*The initial cost of your SolarZero Energy Services package is \$207 per month. After applying the VPP Credit of \$75.00 per month, your resulting Monthly Payment is \$132 + 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. The SolarZero Monthly Payment you pay us for our services will only increase at the capped rate of 2.50% per annum. It will never increase more than this.
2. We guarantee the performance of the Energy Hardware for 25 years.
3. We monitor the Energy Hardware to make sure that it is working properly.
4. We will arrange the supply of Grid Electricity for you from one of our partner Electricity Retailers, with special rates for the energy you import and export each month exclusive to SolarZero customers.
5. We will cover the standard installation costs required to install the Energy Hardware at your Property and we warrant any roofing work undertaken.
6. We warrant, insure, maintain and repair the Energy Hardware. If your system stops working we repair it at our cost.
7. 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.
8. We will remove the Energy Hardware at the end of the term free of charge.
9. 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.
10. You are free to cancel at no charge within 5 working days after the date you receive a copy of the Agreement or at any time up to 10 working days prior to installation or, if applicable, at any time if we fail to comply with our obligations under s36L of the Fair Trading Act 1996.

* 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:
 - 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 21).

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: 15 Solar Panels & Battery Storage
Expected Energy Production	Estimated kilowatt hours per annum produced: 8784.99 kWh
Battery storage	The storage capacity of the batteries provided by us: 5.4 kWh (nominal capacity).
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 special rates negotiated with our partner Electricity Retailer on your behalf.
Access to grid power	Where you have used Grid Electricity procured from one of our partner Electricity Retailers, you will be invoiced for this at special rates determined periodically (plus applicable fixed charges of the Electricity Retailer and any lines or network charges and GST).. These arrangements also enable us to provide all the VPP-related services, and apply a VPP Credit to your Monthly Payment. 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 install a two-way meter at your Property.
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.
Initial Monthly Payment	The initial monthly cost of the Energy Services package (after applying your VPP Credit) is \$ 132 + GST Initials here: A G
Annual Price Increase	The percentage amount by which your Monthly Payment will increase each anniversary of the Switch-On date is 2.50%

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 | <p>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.</p> <p>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.</p> |
| 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.

This is a binding legal document. There is a limited right to cancel the Energy Services Agreement (see below for further details), and costs may apply to do so.

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.

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 (4th June 2024)

For SOLARZERO ENERGY SERVICES LIMITED



(Aidon Gotardo)

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 6.
Monthly Payment	The monthly fee you pay (after application of the VPP Credit) for the SolarZero Energy Services, as with the Initial Monthly Payment and Annual Price Increase 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.
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 five (25) 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:** Subject to our right to use the Energy Hardware for our VPP under clause 8, 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 designed to generate at least the Expected Energy Production and 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 5, 11 and 13.

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

The rates applied for Grid Electricity consumed and SolarZero Electricity exported will be set periodically with our Electricity Retailer and communicated to you.

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.

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 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.

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 may request that you change to this pricing tariff.

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. **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.
- e. **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.
- f. **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.
- g. **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. 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 an Electricity Retailer.

You are not permitted to assign this Agreement but you may novate it to any new owner of the Property, as described in clause 11.

5. 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 13 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 6. 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 would be required to meet the Expected Energy Production.
- c. 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 21) 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.
- d. 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 20) 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 5.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.
- e. 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, our obligation to meet the Expected Energy Production will not apply until such time as this work has been completed.
- f. 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.
- g. 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.

- h. 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.
- i. We will tidy up after ourselves during and after the installation of the Energy Hardware.
- j. We will maintain and repair the Energy Hardware under the terms of the Limited Warranty.
- k. 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 6. 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.
- l. 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.
- m. 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, provided you notify us within one (1) year of the completion of the Energy Hardware 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.
- n. 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.

6. Warranty & Performance Guarantee

a. **Limited Warranty and Performance Guarantee:** Subject to the terms of the limited warranty in this clause 6, and the terms of clause 24, SolarZero warrants that:

- i. **Expected Energy Production:** During the Term the Energy Hardware will operate within a tolerance of 20% of the Expected Energy Production, subject to you complying with your obligations under this Agreement and subject to a performance degradation of 0.8% per year.
If after the Switch-On Date it becomes apparent that the annual energy yield of the Energy Hardware is 20% or more below the Expected Energy Production for a period of at least six months based on actual NIWA data, measured in kWh, then the parties will confer to agree on appropriate enhancements to the Energy Hardware so as to produce an annual energy yield within the required tolerance of 20% of the Expected Energy Production or (if enhancements are not agreed) on a reduction to the Expected Energy Production (with a proportionate reduction in the quantum of the Monthly Payment until we meet the required 20% tolerance of the Expected Energy Production again).
If the Energy Hardware produces more SolarZero Electricity than the Expected Energy Production then you will not be charged for this and your Monthly Payment is not impacted. In addition, any extra SolarZero Electricity generated and not consumed by you is exported to the National Grid and credited to you.
- ii. **Battery Storage:** During the Term the battery provided as part of the Energy Hardware will be repaired or replaced within a reasonable period if it ceases to provide (on a consistent basis determined by us acting reasonably) at least 50% of the initial nominal capacity (under normal operating temperatures) stated in the Key Terms in the delivery of the Energy Services to you. We may replace the battery with new or reconditioned parts or upgrade parts but subject to our requirement to meet the Battery Storage warranty above.
- iii. **Free from defects:** 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 the Expected Energy Production and Battery Storage warranties.
- iv. 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.

b. **Exclusions:** This Limited Warranty does not apply to the extent arising:

- i. as a consequence of someone other than SolarZero or its agents servicing, repairing, removing or re-installing the Energy Hardware;
- ii. as a result of any breach by you of this Agreement, including denial of access or wilful or negligent damage to the Energy Hardware
- iii. from shading conditions (other than weather) at your Property that are different from what existed at the time of installation or otherwise pursuant to clause 5.e;
- iv. from the generation or use of SolarZero Electricity being restricted or impacted by distribution network voltage or other power quality issues outside of our control;
- v. from a failure of the National Grid disabling or impacting the operation of the Energy Hardware;
- vi. from damage to the Energy Hardware caused by foreign objects (eg golf balls, hail) or from a failure to keep the Energy Hardware free of debris; or
- vii. from you requesting or causing your Energy Hardware to be disabled, suspended or reduced in any way.

c. **Renewal Periods:** If this Agreement is renewed under clause 12 then during the renewal periods the warranties in this clause 6 will still apply but if we breach these warranties then your remedy in this situation will be limited to the right to terminate the 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 clauses 10.c and 20.g will apply.

d. This Limited Warranty is further subject to clause 24.

7. 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.

8. Virtual Power Plant

- a. **Using the VPP:** Subject to our obligations to you to under the Battery Storage warranty in clause 6, paragraph c. below 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.
- c. **Limitations on our use of the VPP:** Unless we get your prior agreement (which may include an increased VPP Credit or reduction in your Monthly Payment) we may not charge and discharge the Energy Hardware for use in our VPP for more than 10% of the time on average each Year of the Term.

9. 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.

10. 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 18 and be responsible for the costs for removal as set out in clause 20.
- 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 20.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 11.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 11.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 20.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. In addition, if we agreed under clause 5.d during the initial installation that you would pay additional installation costs and those costs also apply on removal, then you will be obliged to pay those costs as well.

11. 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 15 and transfer to the new owner of the Property the rights and all the payment obligations for Grid Electricity under clause 11.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 5.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 or if you notify us that you do not wish to exercise any of these transfer options, then you will be deemed under clause 18 to have defaulted under this Agreement and we will be entitled to terminate it pursuant to clause 20.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.

12. 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 10.b.

13. 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 6 and see also clause 10). 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 Services, 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 Services 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 warranties in clause 6 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 8. These services and activities are provided subject to our obligations to you (including those pursuant to clauses 2.c 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.

14. Payments

- a. In consideration for us providing the Energy Services to you, each month during the Term you will pay the Monthly Payment to us in accordance with this Agreement. The Monthly Payment is a net amount after applying the VPP Credit, valued at \$75.00 per month.

- b. You will also be liable for any payments to an Electricity Retailer or internet service provider (see clauses 2.b and 2.g). 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.

15. Payment Method

- a. We will invoice you each month for the Monthly Payment, with payment due on the 20th of the same month. If the Switch-On Date falls during the month we will charge you a pro-rata amount for the first and last months of the Term. A schedule of payments is set out below:

Schedule of Payments	
Monthly Payment	Paid by on the 20th of each month. The partial month's payment for the first month of services will be charged according the following formula: $(\# \text{ of days in month} - \text{day of month of activation}) / \# \text{ days in month} * \text{Monthly Payment}$ The partial month's payment for the last month of services will be charged according to the following formula: $\text{day of month of activation} / \# \text{ days in month} * \text{Monthly Payment}$
Credit/Debit Card Fee	3% per payment transaction
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).

- b. Unless otherwise agreed in writing, all payments will be made without deduction or set-off and in cleared and immediately available funds from your nominated bank account and will be in New Zealand dollars.
- c. You acknowledge and accept that we may communicate with you by electronic means to advise of any changes to direct debit amounts.
- d. You will reimburse us any reasonable costs incurred by us in recovering any amounts owed by you to us.
- e. 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 20.

16. Prepayment

- a. You may at any time prepay all remaining 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 remaining Monthly Payments under this Agreement will be calculated with reference to the net present value (NPV) of the remaining Monthly Payments at a discount rate of 4 % per annum. NPV will be calculated in accordance with the following formula:

$$NPV = \sum_{i=1}^n C / (1 + 0.04/12)^i$$

Where:

n = number of months remaining in the Agreement Term

C = the Monthly Payment due from the customer in month 'i' of the contract

- 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.

17. 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 22 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.

18. 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 11.a to 11.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.

19. Remedies in the Case of Default

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

- a. terminate this Agreement in accordance with clause 20;
- 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 19 and in enforcing this Agreement.

20. Cancellation, Review and Termination

- a. **Cancellation of entire Agreement by you:** You are free to cancel at no charge within 5 working days after the date you receive a copy of the Agreement or at any time up to 10 working days prior to installation of the Energy Hardware or, if applicable, at any time if we fail to comply with our obligations under s36L of the Fair Trading Act 1996. You may also have a right of cancellation in some circumstances under clause 5. 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 or have failed to fulfil our obligations to remedy a breach of a warranty in clause 6 in accordance with that clause, 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 18 and/or 19, we may do so immediately on written notice to you and, without limiting our rights at law, may:
- i. 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
 - ii. 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.
 - iii. Where you are in default under clause 18 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 5, 9, 13, 14, 15, 20.f, 20.h, 22 to 27, 29 to 31, 33 and 34)

21. 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. If applicable, 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 Electricity Retailer unless an alternative arrangement can be made directly with that provider

22. 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.

23. 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 11.

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

24. 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).

25. 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.

26. 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.

27. 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 11 in particular.

28. 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.

29. 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.

30. 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.

31. 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 5.b to amend the Energy Hardware from that presented in the sales presentation subject, in particular, to the warranties in clause 6.

32. 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.

33. 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.

34. Governing Law

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



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