

Eutility Trading Pty Ltd ABN 60 603 045 898 ('Eutility Trading' or 'we' or 'us' or 'our') and you agree to be bound by the following terms and conditions:

1. Provision of services

- 1.1 We will supply to you the SmartProcure™ and SmartTrading™ services described in elsewhere in this agreement upon:
- (a) these terms and conditions;
 - (b) the specific terms and conditions that apply elsewhere in this agreement.
- 1.2 We will arrange for you to purchase electricity and other commodities in accordance with signed deal tickets you will provide to us. The deal tickets will be in any form approved by you and will include the quantity, period and maximum price of the electricity or other commodities to be purchased. The approved purchases will be governed by the relevant retail electricity contract, PPA or other agreement.
- 1.3 We will comply with the provisions of your approved Energy Management Policy, unless you instruct us otherwise.
- 1.4 We acknowledge and agree that we are not authorized to arrange for you to purchase any electricity or other commodities other than as strictly instructed by you in your signed deal tickets and in accordance with your approved Energy Management Policy and in no event will our authority exceed the scope and price approved in the signed deal ticket. We will indemnify you for any cost, expense, loss, damage or liability you incur if we act outside the scope of our authority under this agreement.

2. Information

We will rely upon the accuracy of any information that you provide to us, be that information in the form of documents, advice, specifics of your retail electricity contract, records or data. We are not liable for any loss or damage (without limit) that may arise as a direct or indirect result of any such information provided by you or by any other entity, whether that loss or damage be direct or indirect or loss of profits or indirect, consequential, incidental, special, exemplary or punitive loss or damage howsoever caused (including through the negligence of you or others).

3. Payment

You will pay to us without deduction such prices and other amounts as are described in the Contract Documents. Our terms of trade are 30 days from the invoice date. Payment by bank transfer only, credit card payments not permissible.

4. Prices

CPI means the Consumer Price Index (All Groups, Sydney) published by the Australian Bureau of Statistics or if that index is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia.

On and from each anniversary of the Start Date of Service, the price will increase by the amount or percentage arrived at by the application of the following formula:

$$A = B \times \frac{CPI_n}{CPI_n - 1}$$

Where:

- A the increased price;
- B the current price;
- CPI_n the CPI published for the quarter immediately prior to the latest anniversary of the Start Date;
- CPI_{n-1} the CPI published for the quarter immediately prior to the Start Date or the preceding anniversary of the Start Date, provided that if A is calculated to be less than B, then there would be no change to the current monthly price.

5. No warranty for services

We take care to ensure the accuracy of the information, metering data, advice or recommendations that we provide. Neither Eutility Trading nor our servants nor agents:

- (a) gives any warranty as to the accuracy of any of the information; and
- (b) shall be liable for any loss suffered by any person or any other entity or reliance on any of the information.

6. Data Management

You acknowledge that we provide hosting facilities for your data across all entities and services. This data is managed in confidence, but may be used in aggregation for determining industry standards.

7. Responsibility for contract

Responsibility for the terms and conditions of any retail electricity contracts, PPAs or other agreements which we arrange for you to enter into with a third party supplier lies with you. Accordingly, before entering into such an agreement, you must satisfy yourself as to its terms and conditions. You hold us harmless against any loss or damage which you or others suffer as a result of such agreement. Further, the responsibility of entering into any agreement that we recommend lies solely with you.

8. GST

Unless expressly stated otherwise, the charges payable for the services under this agreement are exclusive of GST. You must pay to us in addition to the charges for the services an amount equal to any GST payable on the supply of the services, payable at the same time as the charges for the services, in accordance with a tax invoice issued by us.

9. Privacy

- 9.1 We comply with the Privacy Act 1988 (Cth). The privacy policy on our website sets out the way in which we collect, use and disclose information about you.
- 9.2 You authorise us to disclose to third parties (including third party carriers) such information as may be reasonably required by them to enable us and such third parties to provide the services to you.

10. No Liability

The liability of either party to the other party under or in connection to with this agreement, however arising on whatever legal grounds, will be reduced to the extent contributed to by the other party. Where the liability is in relation

to an insurable risk, the liability of the party in no event will exceed the amount recovered in clear funds by the liable party from its insurer in relation to then event giving rise to that liability provided insurance had been taken out by the liable party with a reputable insurer, on reasonable terms and for a reasonable amount (taking into account general industry standards). The limitation of the party will in no event exceed \$1,000,000 recovered in clear funds by the liable party from its insurer in relation to the event.

11. Provision of Information

We may require additional information from you to enable us to perform the services. You must provide such information if reasonably required for us to perform the services upon request, which may include names and contact details of the people to which reports and quotations are to be supplied, billing information, output information, equipment and calibration details.

12. Disputes

- 12.1 If a dispute arises in connection with this agreement, a disputant may give the other disputant written notice specifying the dispute.
- 12.2 Within 5 business days after that notice is given, the disputants must confer to resolve the dispute or to decide the method of resolving the dispute.
- 12.3 If the dispute is not resolved within 15 days of the original notice, the dispute must be referred to mediation. Neither disputant may commence court proceedings in respect of the dispute unless mediation has been unsuccessful, unless such court proceedings are to seek injunctive or urgent declaratory relief.
- 12.4 The mediation must be kept entirely confidential unless disclosure is required by law.
- 12.5 Each disputant must pay its own costs in respect of the dispute resolution process. The mediator's costs will be equally shared between the disputants.

13. Outsourcing and subcontracting

We may outsource or subcontract any or all of our obligations under this agreement to a third party at our discretion (including RMHEDGE Pty Ltd ABN 18 605 146 807). If we enter into an outsourcing or subcontracting agreement we will remain responsible for the performance of the relevant outsourced or subcontracted services.

14. Confidentiality

You will keep confidential at all times all information supplied by you to us or by us to you.

15. Governing Law

This agreement shall be governed and construed in accordance with the laws of New South Wales and the parties hereby submit to the jurisdiction of the courts of that state.

Initialed by	Date