



# GreenPLUS

## AECO Energy - GreenPLUS Terms and Conditions

### 1. Definitions

1.1 **"Actual Electricity Usage, Actual Usage"** means the total electricity usage over a period of time as measured by Metering Co-ordinators for Sites and expressed in Kilowatt Hours, Megawatt Hours or Gigawatt Hours.

1.2 **"AEMO"** means the Australian Energy Market Operator.

1.3 **"Australian RECs"** means a Renewable Energy Certificate that is certified and registered by the Australian Clean Energy Regulator and includes LGCs. Australian RECs are not I-RECs.

1.4 **"Business Day"** mean any day except a Saturday, Sunday or other day on which commercial banks are authorised or required by law to close.

1.5 **"Client"** means the client or customer identified in the Application Forms.

1.6 **"Client's Selected Regions"** means the World Renewables Regions selected by the Client in Renewables Schedule SH1.

1.7 **"Commencement Date"** means the latter of the date on the Renewables Schedule SH1 or when Usage Data is provided by Client to AECO.

1.8 **"Confidential Information"** means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or can reasonably be understood as confidential given the nature of the information and circumstances of disclosure. Confidential information shall include, but not be limited to, client data, AECO Energy's content and services, the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, Client details and information, and business processes disclosed by such party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.9 **"Contracted Annual Usage, Estimated Usage"** means the contracted amount of annual electricity usage for all Sites as specified in Renewables Schedule SH1 expressed in Kilowatt Hours, Megawatt Hours or Gigawatt Hours.

1.10 **"Commonwealth Government Renewable Energy Target"** means the government program of mandatory renewable energy cost recovery from electricity retailers as administered by the Australian Government Clean Energy Regulator and successor commonwealth acts, programs or regulations.

1.11 **"Default Interest"** means the greater of either, the 90 day Bank Bill Swap Bid Rate (as quoted on Reuters page BBSY at 10.45am) plus 2% commencing from the due date of payment (with interest accruing daily until all monies owing are paid in full), or 1.5% per month.

1.12 **"Due Date"** means 14 days from issuance of Invoice to the Client.

1.13 **"Environmental Attributes"** means other than the Electricity, any and all other rights, title, interest or benefit associated with the emissions, air quality or other environmental attribute, aspect, characteristics, claim, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with each MWh of Electricity capable of being measured, verified or calculated ("Environmental Rights") and any all reporting rights related to the Environmental Rights, including all current or future carbon credits, portfolio credits, renewable energy credits or certifications (including an I-REC or a TIGR), howsoever entitled or named.

1.14 **"Force Majeure"** means any event which is beyond the control of or unforeseen by the parties or which, though foreseen, is inevitable, including fire, virus, epidemic, travel advisories as to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule or order, strikes or other labour issues, non-functioning REC market, disruption of REC market in a Region(s) or a REC Market Disruption.

1.15 **"Green Percentage"** means the renewable percentage of Actual Usage to be used to calculate the amount of WRECs over a period of time as specified in Renewables Schedule SH1. The Green Percentage in its calculation does not consider any percentage of compulsory renewable energy charges under any renewable energy scheme charged to the Client but not accounted or credited to them directly including the Australian Commonwealth Government Renewable Energy Target scheme. It does so to avoid any possibility of

double-counting the allocation of renewable energy certificates or credits, and to ensure that any Client claim of Green Percentage usage of renewable energy is able to be verified or warranted by third parties.

1.16 **"I-REC"** means a REC as certified by the International Renewable Energy Certificate Standard organisation [www.irecstandard.org](http://www.irecstandard.org)

1.17 **"Large-scale Generation Certificate, LGC"** means a tradable certificate issued under the Renewable Energy Target scheme by the Australian Clean Energy Regulator. Each LGC represents one megawatt-hour of renewable electricity generated by an accredited large-scale renewable energy power station."

1.18 **"Monthly Usage Data, Usage Data"** means the NEM12 file format or spreadsheet data provided by the Client's nominated Metering Co-ordinators for their Sites that measures Actual Electricity Usage over a period of time.

1.19 **"Metering Co-ordinator(s)"** means the Client's nominated AEMO or NTESMO registered metering co-ordinators for their Sites or in Western Australia the network operator responsible for metering as defined in Western Australian Electricity Industry (Metering) Code 2012.

1.20 **"NMI(s)"** means the AEMO or NTESMO registered National Metering Identifier or in Western Australian registered NMI as defined in Electricity Industry (Metering) Code 2012, which identified the individual connection points.

1.21 **"NTESMO"** means Northern Territory Electricity System and Market Operator.

1.22 **"REC Market Disruption"** means a situation wherein Regions REC markets cease to function in a regular manner, typically characterised by rapid and large market declines or increase in price or volume or the cessation of trading. Over the term of the Agreement, an increase in prices of over 300%, or a decrease in annual volume of 75%, for I-RECs in a Region is deemed to be a REC Market Disruption. A REC Market Disruption may affect a Region or all Regions. The presence, declaration, scope, duration, and cessation of a REC Market Disruption is of the sole and exclusive determination of AECO.

1.23 **"Regions, World Renewables Region, WREC Region"** means the countries, or areas or markets specific in Table 1. Should there be any dispute of a country's location in a region, the determination of the location of a country in a region shall be of the sole, reasonable, exclusive discretion of AECO.

1.24 **"Region's Emissions"** means amount of cumulative Carbon Emissions for each Region excluding Australia and as expressed as a percentage and as outlined in Table 2.

1.25 **"Renewable Energy Certificate or REC"** means a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource.

1.26 **"Retire, Retirement, Redemption, Redeem"** means to recognise the production of renewable energy in relation to a Client on a REC registry according to the registry's redemption procedures and according to I-REC international standards.

1.27 **"Sites"** means the locations of the list of NMIs listed in the Renewables Schedule SH1.

1.28 **"Selected Regions"** means the client selected Regions as selected and specified by the Client in schedule SH1.

1.29 **"Term"** means the total length of Client Selected Region options on the Renewables Schedule SH1;

1.30 **"Usage Period"** means one or more spans of time used to measure electricity usage and are used to calculate the number WREC Renewables purchased by the Client at a particular price for a Selected Region in order to meet the Green Percentage. A Usage Period shall be bounded by in time such that no Usage Period shall have more than relevant one WREC Price or more than one relevant Client Selected Region or more than one Green Percentage over the Term of this Agreement.

1.31 **"World Renewables, World REC, WREC"** means an AECO Product which contains a set of I-RECs or parts thereof, that in total represent an amount of usage of electricity generation equivalent to one REC which are sourced in proportions from the ratio shown as shown in Table 2 from (a) The Region of Australia and (b) Client's Selected Region and lower ranked Regions (excluding the Region of Australia). Each of these proportions will be rounded to two decimal places in calculations of decimal number component I-RECs. A WREC is not a Renewable Energy Certificate and is bundle of services and I-RECs Renewable Energy Certificates issued according to the I-REC Standard.

1.32 **"WREC Price"** means the price as specified on Schedule SH1 of the Client Selected Region for the relevant time of the Usage Period.

### 2. Agreement

2.1 This AECO World Renewables agreement is made between AECO Energy Australia Pty Ltd (ABN 46 660 407 563) ("AECO"; "AECO Energy") and the Client as specified in the application forms ("Agreement");

2.2 The Services shall be governed by this Agreement of Service unless the parties enter into a separate agreement with the intention that it will govern the Services.

2.3 The terms and conditions in any application form, the Agreement and Renewables Schedule SH1 ("Application Forms") form part of the Agreement. In the event of conflict or variance in the tenor or meaning thereof, these Terms and Conditions shall prevail.

### 3. Services

3.1 The Client agrees to buy WREC renewables from AECO sufficient for the Green Percentage of Actual Electricity Usage for the Term of this Agreement.

- i. The Client shall provide Usage Data of Actual Electricity Usage to AECO at least monthly.
- ii. After receipt of Usage Data for each Usage Period, AECO will calculate the number of WRECs based on this Actual Electricity Usage, the relevant Selected Regions, the Green Percentage and the WREC Price and invoice the Client.
- iii. Excessive Usage of WRECs will be charged individually at the then current WREC price.
- iv. Client Agrees to pay on the Invoice terms.
- v. After invoice payment, AECO will then Redeem the relevant corresponding WREC component I-RECs on behalf of the Client and provide certificates of redemption to the Client at least annually.

3.2 Only Renewable Energy Certificates conforming to the International I-REC standard shall be used to fulfil this Agreement.

3.3 AECO will manage the registering, transfer, redemption, and other registry functions on behalf of the Client according to the requirements of the I-REC registry.

3.4 AECO shall not transfer any I-REC to a Client's I-REC registry account.

### 4. Usage Data

4.1 The Client shall provide AECO Usage Data that represents the amount of energy measured in Kilowatt Hours used at each Site in order for AECO to fulfil this Agreement. This may take the form of a AEMO's NEM12 data exchange format or any other commonly used industry standard exchange format. This shall be provided by email or Secure FTP where possible. The Client is responsible for any costs associated with the provision of Usage Data to AECO.

4.2 Client will instruct their contracted Metering Co-ordinator for each of the Sites to provide to AECO the Usage Data or deliver it to AECO electronically or by other means.

4.3 It is acknowledged that the Usage Data provided to AECO may contain errors or omissions or inaccuracies in measuring Actual Electricity Usage. These errors may only be discovered subsequently after initial provision to AECO. Such errors and corrections may arrive weeks, months or years after initial provision of Usage Data. The Parties agree that the electricity consumption Usage Data initially provided to AECO shall represent the usage of electricity for purposes of this agreement regardless of subsequent discoveries of errors or corrections of Actual Electricity Usage issued to the Client by electricity retailers or metering companies. AECO at its sole and exclusive discretion may accept corrections in Usage Data or Actual Electricity Usage received by it for the purposes of this Agreement.

4.4 In the absence of Actual Electricity Usage or Usage Data provided to AECO after 14 days time subsequent to Actual Electricity Usage for any Usage Period, AECO shall make an estimate of Actual Electricity Usage for that Usage Period based on a calculation of the pro-rated Contracted Annual Usage over the relevant Usage Period ("Notional Usage"). The Notional Usage shall be deemed to be the Actual Electricity Usage for the Usage Period for the purposes of this agreement until such time as the Actual Electricity Usage for the relevant Usage Period is delivered to and becomes available to AECO. Notwithstanding any subsequent availability of Actual Electricity Usage and Usage Data for the relevant Usage Period, after 12 months' time any Notional Usage shall be permanently deemed to be the Actual Electricity Usage for relevant Usage Period the purposes of this Agreement.

### 5. Excessive Usage

5.1 If at any time over the previous 12 months, the Client's Actual Electricity Usage exceeds the Contracted Annual Usage by more than twenty (20) percent ("Excessive Usage") then AECO shall not be obliged to perform obligations under this Agreement for that Excessive Usage at the WREC Price.

5.2 The WREC Price for WRECs in relation to Excessive Usage will be set at the then current WREC price for the equivalent Client Selected region for the Usage Period.

### 6. World Renewables (WREC) Regions

For the purposes of sourcing I-RECs under this Agreement the following geographic areas shall be applied.

WREC Region	Areas or Markets
Australia	The country of Australia
Australasia	Countries in the United Nations Geoscheme of South-Eastern Asia. Member and observer status nation states of the Association of South-East Asian Nations (ASEAN) and

	countries located in the Countries in the United Nations Geoscheme of Oceania, excluding the Region of Australia
All Asia	Countries in the United Nations Geoscheme of Asia. and including India, China, Japan, Taiwan, Sri Lanka and excluding Regions of Australia, Australasia
Rest of World	Any Country or location, excluding the Regions of Australia, Australasia and All Asia.

Table 1

## 7. World Renewables (WREC) Region Carbon Emissions

The emissions percentages calculated as at 2022 (data sourced from European Union Emissions Database for Global Atmospheric Research [https://edgar.jrc.ec.europa.eu/report\\_2022](https://edgar.jrc.ec.europa.eu/report_2022)) for the purposes of this agreement are:

Rank	WREC Region	World Incremental Carbon Emissions Percentage (Excluding lower ranked Regions)	Cumulative Carbon Emissions Excluding Australia	Rounded Ratio of Australia Emissions compared to Cumulative Carbon Emission (ex Australia)
1	Australia	1.05%	-	1:1
2	Australasia	5.87%	5.87%	1:6
3	All Asia	53.73%	59.60%	1:60
4	Rest of World	39.35%	98.95%	1:99

Table 2

## 8. Invoicing and Payment

8.1 Invoices for WRECs calculated and issued monthly in relation to Actual Usage and Green Percentage.

- a) These amounts may contain a AECO Renewables Partner commission or incentives and has been disclosed on the Application Forms.
- b) Payment terms are 14 days from invoice date.
- c) Payment is to be by cheque, Electronic Funds Transfer (EFT), BPAY, Direct Debit
- d) If you are regularly late paying your invoices (as reasonably determined by us), or you do not pay an invoice more than 14 days after we issue a late payment notice, we will charge you Default Interest on the overdue amounts, as well as our reasonable costs of debt recovery.

8.2 You will provide all reasonable assistance to enable us to deliver Services and charge for Services, including but not limited to (a) the instruction of meter co-ordinators to forward Usage Data to AECO.

## 9. Australian RECs substitution for I-RECs

9.1 The parties agree that for the purposes of this agreement that an Australian REC is equivalent to an Australian I-REC.

9.2 AECO may at its sole discretion substitute Australian RECs for an Australian I-RECs under this agreement and have the full effect as if it was an I-REC under the terms of this agreement.

## 10. GST

10.1 Unless expressly stated otherwise, the Fees payable for the Services under this Agreement are exclusive of GST.

## 11. Termination

11.1 Either party may terminate this Agreement immediately upon giving notice in writing to the other party if:

- a) the other party commits a breach of this Agreement and shall have failed to cure such breach and after arbitration according to clause 10.2 and within thirty (30) days from receipt of a request in writing from the notifying party to do so;
- b) the other party ceases doing business for any reason or threatens to cease to conduct business to properly give effect to this Agreement;
- c) the other party enters into bankruptcy, liquidation or any other type of insolvency;
- d) failure of a Party to make a payment when due and required, which is not cured within sixty (60) days after the receipt of a written demand;

11.2 **Dispute Resolution.** Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to arbitration in accordance with, and subject to,



- a) The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.
- b) The seat of the arbitration shall be Brisbane, Australia.

11.3 The expiry or earlier termination of this Agreement shall not affect or prejudice (a) the rights, obligations or liabilities of either Party which have accrued prior to termination; or (b) the operation of any provision of this Agreement, which is expressed to survive, or which from its nature or context is intended to survive, such expiry or termination.

11.4 **Early Termination.** A client may request early termination of this Agreement based on the grounds provided for under clause 10.1 (a), (b) and (c), which may be agreed by AECO. Upon Early termination of the Agreement by the Client, the Client shall be liable to reimburse AECO Energy for all costs, damages and/or claims in connection with or arising out of a termination of the Agreement and subject to Australian Consumer Law ("Early Termination Fee"). AECO may provide Client an estimate of Early Termination Fee at any time.

11.5 Upon termination of the Agreement by AECO Energy for reasons stated in 10.1, the Client shall be liable to reimburse AECO Energy for the cost in connection with or arising out of termination of the Agreement subject to Australian Consumer Law.

## 12. Warranties

12.1 Each Party represents and warrants to the other Party that:

- a) it is a legal entity, duly formed and validly existing and in good standing under the laws of the country of its formation;
- b) it has the full power, authority and has obtained all necessary regulatory or
- c) governmental approvals, if any, to execute, deliver, and perform this Agreement and to carry out the transactions contemplated hereby;
- d) it has made its own independent decisions to enter into a transaction and as to whether such transaction is appropriate or proper for it based upon its own judgment and decision and any based upon advice from such advisors as it has deemed necessary;
- e) there are no legal or regulatory proceedings pending or threatened that could have a material adverse effect on such Party's ability to perform the Party's obligations under this Agreement;
- f) it is not relying upon any representation or warranty of the other Party other than those expressly set forth in this Agreement;
- g) it has entered into this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise);
- h) it has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks;
- i) it has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgement and any advice from such advisors as it has deemed necessary, and not in reliance upon any view expressed by the other party; and
- j) the other Party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement.

12.2 TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET OUT HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AECO Energy DOES NOT ASSUME OR AUTHORISE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE TRANSACTION.

## 13. Confidentiality

13.1 The Receiving Party will keep confidential and will not use or disclose any Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party will protect the Confidential Information of the Disclosing Party by using at least the same degree of care (but no less than reasonable degree of care) as the Receiving Party uses to protect its own Confidential Information to prevent unauthorised use, dissemination, disclosure or publication. This notwithstanding, the Receiving Party may disclose the Confidential Information to its Affiliates, employees, consultants, or advisors on a need-to-know basis and provided that such person is bound by substantially the same confidentiality obligations as stated herein.

13.2 Each party's respective obligations of confidentiality shall not apply to the disclosure of information to competent legal or regulatory authorities which is:

- a) mandatory under the applicable law;
- b) as far as possible, disclosed as aforesaid only after the other party to whom the obligation of confidentiality is owed, has been notified without any inexcusable delay and given the opportunity to clarify and advocate for a limitation or restriction of the information to be disclosed; and
- c) limited only to information that is strictly required to be disclosed as aforesaid under the applicable law and if applicable, after the fulfilment of and considering the outcome of sub-paragraph (b) above of this Clause 7.2.

13.3 The obligations of confidentiality shall commence immediately upon receipt of the Confidential Information. At the request of AECO Energy or after the stated purpose of use is achieved, the recipient of the Confidential Information agrees to destroy (unless otherwise directed by AECO Energy) all Confidential Information, and any written and other tangible materials which contain any Confidential Information received from AECO Energy, except that Client may retain reasonable copies of the Confidential Information for the purpose of complying with requirements by law or any applicable governmental or regulatory authority or its corporate governance, provided that the provisions of this Agreement shall continue to apply to any such records, files, documents or materials retained by the Client.

13.4 Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the damages caused by unauthorised dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder whether at law or in equity including damages. Disclosing Party be entitled to recover its costs and fees, including reasonable attorney's fees incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fees and expenses.

## 14. Indemnity

Except as otherwise set out in this Agreement, each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any losses, liabilities and actions, including reasonable legal fees, incurred by or asserted against the Indemnified Party in connection with the Indemnifying Party's breach of this Agreement, save to the extent arising from such Indemnified Party's own fraud, gross negligence, wilful misconduct, or breach of this Agreement.

## 15. Limitation of Liability

15.1 To the fullest extent permitted by applicable law, in no event shall either party be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of business, data, profits), arising out of or relating to this Agreement, regardless of the theory of liability and whether each party was advised of the possibility of such damage or loss.

15.2 To the fullest extent permitted by applicable law, in no event shall the total liability of AECO Energy, from all claims or causes of action and under all theories of liability arising out of or relating to this Agreement, exceed the amount stated in the Proposal, Order Form, Purchase Order, and/or Invoice on which the claim is based. This limitation of liability will not apply to claims for death or personal injury caused by negligence, breach of confidentiality or infringement of intellectual property rights.

## 16. Redemption or Retirement of Credits

16.1 Following redemption or retirement of credits, AECO shall issue to the Client a WREC certificate, containing a traceable link to the component I-REC certificates and the following component I-REC details:

- a) name of Registry of the RECs;
- b) specified number of RECs redeemed or retired;
- c) the beneficiary in whose name the RECs are redeemed for and the stated redemption purpose;
- d) technology or type of generating device;
- e) country of generation of the RECs;
- f) year of generation of the RECs;
- g) Certificate IDs.

16.2 For the avoidance of doubt, the certificate does not confirm emission offsets or anything other than the Redemption of the specified number of credits purchased by the Client.

16.3 AECO shall electronically send the certificate to the Client within ninety (90) days after monthly invoice payment at the end of the annual anniversary of the Agreement commencement.

16.4 AECO warrants that REC has a unique identification number and contains information on the asset type, location and production date of renewable energy.

## 17. Credit Assessment

17.1 The Client must promptly provide AECO such information reasonably requested by AECO from time to time to assist in the assessment of the Client's creditworthiness.

17.2 AECO may by Notice request the Client to provide AECO Energy with bond or security in the amount to be determined by AECO Energy to secure the due performance of the Client's obligations under this Agreement if:

17.3 AECO acting reasonably, considers that the Client's creditworthiness is unsatisfactory or has materially adversely changed since the date of this Agreement; or

17.4 The Client fails to pay, in accordance with the payment terms.

17.5 The Client must provide any bond or security requested within seven (7) days after AECO's Notice under clause 16.2.

17.6 AECO may use the Security or Bond to pay any amounts to AECO Energy reasonably believes the Client owes to AECO Energy under this Agreement.

17.7 Where AECO uses the Security or Bond to pay any amounts, the Client owes the AECO Energy under this Agreement, AECO may require the Client to reinstate the Security or Bond in the amount requested within seven (7) days.

17.8 AECO must release any remaining Security on termination or expiry of this Agreement if all amounts owing or payable by the Client to AECO under this Agreement have been paid in full.

## 18. Representations

18.1 Each Party represents to the other Party that:

- a) This Agreement was entered through their duly authorised representative;
- b) It is a legal entity formed and validly existing and in good standing under the laws of the country of its formation.
- c) It has the full power, authority and has obtained all necessary regulatory or governmental approvals, if any, to execute, deliver, and perform this Agreement and to carry out the transactions contemplated thereby;
- d) It has made its own independent decisions to enter into a transaction and as to whether such transaction is appropriate or proper for it based upon its own judgment and decision and any based upon advice from such advisors;
- e) There are no legal or regulatory proceedings pending or threatened that could have a material adverse effect on such Party's ability to perform the Party's obligations under this Agreement;
- f) It is not relying upon any representation or warranty of the other than those expressly set forth in this Agreement;
- g) It has entered into this Agreement as principal (and not as Agent or in any other capacity, fiduciary or otherwise);
- h) It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks;
- i) It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgment and any advice from such advisors as it have deemed necessary, and not in reliance upon any view expressed by the other party; and
- j) The other Party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement.

## 19. Term of the Agreement.

The Agreement will commence on the date of its Commencement Date and will continue for a time period of the Term.

## 20. General

20.1 **Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

20.2 **Rights of Third Parties.** No person other than a Party may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore).

20.3 **Force Majeure.** If a Party is unable to carry out any of its obligations under this Agreement due to Force Majeure, then upon such Party's giving notice of such Force Majeure as soon as reasonably practicable after its occurrence (but in no event later than seven (7) days following such occurrence), the obligations of the affected Party shall be suspended to the extent and for the duration of the Force Majeure, and the affected Party shall not be liable to the other Party for any loss arising from such suspension. Either Party may also choose to terminate the Agreement if the Force Majeure lasts for a period of more than one hundred and twenty (120) days, without liability to the other Party.

20.4 In the event of a REC Market Disruption, AECO may at its sole discretion: (a) temporarily suspend its obligations under this agreement in relation to a Region(s) with the REC Market Disruption; (b) substitute I-RECs from other Region without a REC Market Disruption to have equivalent effect under this Agreement as if sourced from the REC Market Disrupted Region or (c) in the event of REC Market Disruption in the Region of Australia, AECO shall have the option to substitute I-RECs for Australian RECs. Once substitution is made, substituted Australian RECs shall be deemed I-RECs for the purposes of this Agreement.

20.5 **Notices.** Without affecting service by any method permitted by law, all notices under this Agreement to a Party shall be deemed to be duly given or made: (a) when delivered (in the case of personal delivery); (b) two (2)

Business Days after posting, if sent by mail to an address in the same country, or five (5) Business Days after posting, if sent by air mail; (c) when transmission is complete, if sent by facsimile; or (d) when the email is received by the recipient's servers, if sent by email, addressed to the Party at its contact details specified in the Proposal or any other document or at such other contact details as such Party may specify to the other Party for such purpose.

20.6 **Relationship Between Parties.** In all matters relating to this Agreement, AECO Energy and the Client shall be independent contractors.

20.7 **Compliance with Data Privacy Act 1988.** Both parties agree to comply with Data Privacy Act 1988. To the extent that a Party provides the other Party with information relating to an identified or identifiable individual ("Personal Data"), each Party shall, to the extent required by applicable data protection laws, process and/or transfer such Personal Data in accordance with applicable data protection law.

20.8 **Use of Energy Information and of Personal Data.** Client consents to the using, disclosing, and sharing of information relating to energy activities, including meter details, bills and invoices, electricity account information, electricity data, meter data, and energy usage details ("Client Energy Information") between and among AECO Energy and its Affiliates, for purposes of providing the Services. Client shall ensure that the authority given to AECO Energy to retrieve from appointed Metering Co-ordinator and the latter's obligation to release to AECO Energy the Client Energy Information shall remain valid and effective during the Term. Client consents and grants to AECO Energy a royalty-free and perpetual licence to use and retain Client Energy Information for the use and access to and/or provision and delivery of the Services. Client consents that AECO Energy may create anonymised statistical data from Client Energy Information and usage of the Services, including aggregation. Once anonymised, AECO Energy may use it for limited purposes, such as to provide and improve on its Services and other AECO Energy Services, develop new services or product offerings, identify business trends, and for any other purpose analogous to the foregoing.

20.9 **Compliance with Laws.** Each party shall ensure compliance with all applicable laws, rules, and regulations in connection with its activities under this Agreement, including without limitation to laws, rules and regulations governing export controls, anti-corruption and/or anti-bribery. If at any time during this Agreement there are changes to the enactment and/or regulatory rules relating to RECs, then the Parties shall, in good faith, discuss appropriate changes made to this Agreement to comply with all applicable regulations and/or laws, and shall amend this Agreement to so comply.

20.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Queensland Australia.

20.11 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings, whether oral or written, between the parties. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

20.12 **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. No failure of either party to exercise any power or right given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

20.13 **Execution in Counterparts.** This Agreement may be entered into in counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

20.14 **Interpretation.** In the Agreement, unless the context otherwise requires or permits: a) Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning; b) References to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions; c) References to months and years means calendar months and years; d) The use of headings are only for convenience and do not affect interpretation and any headings, underlining or marginal notes are only included for ease of reference; e) The terms "included", "including" and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus.

Effective: 24 November 2023