

Advanced Metering Terms and Conditions:

1.0 Our Agreement with You

1.1 These Terms and Conditions form the basis of the agreement for Power Choice Pty Ltd ABN 63 104 658 960 ('Power Choice') to supply you with Value Added Service(s) ("Advanced Metering").

1.2 These Terms and Conditions relate to ("Advanced Metering") and are in addition to the standard Power Choice Terms and Conditions which take precedence over this document and which have been provided to you or are available on our website www.powerchoice.com.au.

2.0 Service Description

2.1 ("Advanced Metering") is an Value Added Services product which may provide energy contract management, data analysis including demand, usage and other ancillary information, power quality and carbon emissions ('Bundled Service(s)').

2.2 ("Advanced Metering") includes Bundled Services, which Power Choice will provide to you for the agreed sites listed and the level of service nominated ('Service Level(s)') on the **Schedule SH1** ("The Schedule").

2.3 The Bundled Services are as described on the ("Advanced Metering") product guide or listed on the website www.powerchoice.com.au.

2.4 Power Choice maintains the right to vary the Bundled Services and Services Level from time to time. Should a variance exist between these Bundled Services and Service Levels as listed on a ("Advanced Metering") product guide and on the Power Choice website then the website description of Services and Service Levels shall prevail.

3.0 Charges & Payment

3.1 Charges for ("Advanced Metering") are calculated at the specified rate and for the specified duration ("the fee") for each meter nominated ("Nominated Meter") on the Schedule and as agreed by you.

3.2 You authorise your selected electricity retailer to incorporate the fee into your monthly electricity bill from your selected electricity retailer for each Nominated Meter.

3.3 If you and your selected electricity retailer cannot agree to bill the fee via your monthly electricity bill or other circumstances prevent such an arrangement then you agree to pay the fee directly to Power Choice on a monthly basis.

4.0 Safety and Compliance

4.1 Power Choice or its agents may need to conduct work at your Nominated Meter sites to provide the Service. You agree to provide a safe work environment that meets all appropriate and required occupational, health and safety regulations.

4.2 If Power Choice or its agents deem a site at their sole discretion to be unsafe then Power Choice may suspend work or terminate this agreement.

4.3 You are solely responsible for the operation, safety and work practices and monitoring of Power Choice work at your Nominated Meter sites. If you reasonably believe that works are being conducted in an unsafe manner you must suspend work being conducted and notify Power Choice head-office immediately.

4.4 Power Choice or its agents may need to install equipment to provide the Bundled Services which may require the site to meet certain compliance standards set by government regulation or by your electricity network provider. You agree to make any reasonable modifications at your own cost to your Nominated Meter sites to meet the relevant compliance standards.

4.5 Should you fail to provide the Nominated Meter site conditions outlined in 4.1 and 4.4 Power Choice will provide you with written notification of the requirement to rectify.

4.6 You have 14 days to rectify any failure notified to you by Power Choice.

4.7 If the failure is not rectified within 14 days then Power Choice may terminate the Agreement by written notice to you. In this event, you will be liable for the total outstanding fee for the relevant Nominated Site under the Agreement and payment will be due and owing to Power Choice immediately upon termination.

5.0 Default

5.1 If you or Power Choice believe that the other party to the Agreement has defaulted in their obligations in the Agreement then that party may issue a written notice to the other party which identifies the default and provides for a reasonable time to remedy the default.

5.2 If the default is not corrected within 90 days or is not capable of remedy that party may terminate the Agreement by written notice to the other party.

6.0 Authority to store and use data

6.1 You authorise Power Choice to receive a copy of and retain your data related to any services provided to you including ("Advanced Metering").

You authorise Power Choice to release this data to any 3rd party as part of the provision of any service including ("Advanced Metering") or other purposes authorised by Power Choice.

END OF ADVANCED METERING TERMS AND CONDITIONS

Important Information

1.0 Distribution and Transmission Losses:

1.1 The delivery of electricity to your location incurs various transmission and distribution losses as the electricity travels from the power station across high voltage lines, distribution lines and transformers. These depend on your location and are not negotiable. If you do not have a billable Distribution Loss Factor (DLF) or Transmission Loss Factor (TLF) allocated on your bill, Power Choice will estimate this factor using your network provider's guidelines when producing your Tender.

1.2 The energy prices are calculated using the following formula:

$$\text{Cost} = \text{Energy Price} \times \text{Kwh} \times (1 + \text{DLF}) \times (1 + \text{TLF})$$

2.0 Network Charges:

2.1 The network charges are allocated by your network provider. This component of your electricity bill covers the costs associated with the physical distribution of electricity within your network region. They include maintenance of the transformers, sub-stations, power-poles and wires within your region. This component of your electricity bill is non-negotiable and is regulated by the Australian Energy Regulator. This contains costs of both the electricity transmission provider (and the network distributors).

2.2 Network Charges can be based on an average of monthly usage, period of time and monthly peak kilowatt demand;

3.0 Market and Distribution Costs

These rates are governed by the Australian Energy Regulator and are reflective of the costs to manage and monitor the national electricity grid. These prices are not negotiable.

4.0 Meter Provision

4.1 If needed, you will be supplied with a new smart meter as part of the retailer offer. This will allow reporting and ongoing auditing of consumption and costs.

4.2 ("Advanced Metering") is not negotiable by Power Choice and is carried out by its agent. You will be charged on a daily basis and the fees and charges will be on your monthly electricity bill.

4.3 You will be provided with the relevant Metering Terms and Conditions, or they can be made available on request.

5.0 Future Prices of Electricity

5.1 We are unable to provide any forecasts of future electricity prices. Electricity operates in a commodities market, much like any commodity, such as wheat, oil, or coal. The future price of electricity is uncertain and we are not able to provide any forecasts, guarantees or warranties over any future electricity price. We recommend you contact a licensed financial advisor should you seek specific financial advice on the electricity market.

5.2 In addition, to market uncertainty, future service supply prices are determined by government legislative changes and regulated price changes. Currently legislative uncertainty is high. The Commonwealth Governments greenhouse legislation carbon tax/Emissions Trading Scheme and its related costs are uncertain.

5.3 What is known is the current market for electricity energy to be delivered in the future - the Electricity futures market. Source: www.asxenergy.com.au. Your future costs will be determined not only by market prices, government legislation, regulator prices, but also by your future electricity 'usage' and electricity 'demand'.

6.0 Warnings

6.1 All data, recommendations, and views expressed by Power Choice are not the views of affiliates, suppliers and electricity retailers. The information is of a general nature only. Neither Power Choice, nor its affiliates, directors, officers, employees, agents, contractors, successors or retailers offers any warranty as to the accuracy or reliability of the information including: calculations, estimates, conclusions, recommendations contained in the information and, to the maximum extent permitted by law, Power Choice cannot be held responsible for any loss, damage, or price increases or price decreases in the market unforeseen or not covered with the terms of any contract entered into.

6.2 Any preceding or subsequent information communicated by any method, is not financial advice. Power Choice is not a provider of financial advice. Before making any decisions involving financial products or services we recommend you obtain independent qualified professional advice about the suitability of the products or services to your particular situation.

6.3 Unless specified otherwise, nothing contained within the Important Information constitutes an invitation to enter into any legally binding contract. All services are provided to approved customers only.

END OF IMPORTANT INFORMATION