

Electricity Supply Agreement

ELECTRICITY SUPPLY AGREEMENT

Details

Terms in the Details have the meaning given to them in the Glossary, unless otherwise defined.

The terms applying to this Electricity Supply Agreement are as follows:

Item	Term	Description
1.	Party details	Mojo Power Pty Ltd (ABN 85 604 909 837) of Level 5, 28 Margaret Street, Sydney NSW (" Mojo Power ") and Muswellbrook Shire Council (ABN 86 864 180 944) of 60-82 Bridge St, Muswellbrook NSW 2333 (" Buyer ")
2.	Nominated Premises	See Schedule 2
3.	Charges	See Schedule 3
4.	Facilities	See Schedule 4
5.	Start Date	1 January 2022
6.	End Date	31 December 2031
7.	Notices	Subject to Clause 29.2(b), the notices will be marked for the attention of the following contact person, as applicable: (i) to Mojo Power: Address: Suite 2 12 Cordelia Street Brisbane, QLD 4101 Attention: The trading and wholesale manager E-mail: HCC@mojopower.com.au (ii) to the Buyer: Address: 60-82 Bridge Street Muswellbrook, NSW 2333 Attention: David Walsh (Manager Corporate Services) E-mail: David.Walsh@muswellbrook.nsw.gov.au

Electricity Supply Agreement

Executed as an agreement:

Executed in accordance with section 127
of the *Corporations Act 2001* (Cth) by
**Mojo Power Pty Ltd (ABN 85 604 909
837)**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Signed for and on behalf of **Muswellbrook
Shire Council (ABN 86 864 180 944)** by
its authorised delegate pursuant to s.377-
s.378 of the *Local Government Act 1993*
(NSW)




Delegate Signature

Fiona Plesman

Name of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence



Witness Signature

DAVID WALSY

Name of Witness

Electricity Supply Agreement

Introduction

Mojo Power and the Buyer enter into this Electricity Supply Agreement that is governed by these terms and conditions.

1. Agreement to buy and sell electricity

- 1.1 Mojo Power will sell electricity to the Buyer, and the Buyer will purchase electricity from Mojo Power and accept the supply of electricity, at the Buyer's Nominated Premises in accordance with this Electricity Supply Agreement.
- 1.2 If Mojo Power is not already the retailer for any of the Buyer's Nominated Premises, the Buyer acknowledges that the Buyer is choosing Mojo Power as the Buyer's electricity retailer and the Buyer gives the Buyer's explicit informed consent to that Nominated Premises being transferred to Mojo Power on and from the Start Date.

2. Renewable Energy Facilities

- 2.1 Mojo Power has procured the supply of Renewable Energy and LGCs from the Facilities and the Parties have entered into this Electricity Supply Agreement conditional upon the continued supply of Renewable Energy and LGCs from the Facilities.
- 2.2 In addition to Compliance LGCs, the Buyer may also notify Mojo Power that it wishes to acquire Additional LGCs for a given Supply Year by giving written notice, including the amount, nine months prior to the commencement of that Supply Year. For the first Supply Year, the Buyer may notify Mojo Power in writing that it wishes to acquire Additional LGCs, one month prior to the commencement of the first Supply Year.
- 2.3 Mojo Power is responsible for ensuring that the Facilities are designed, financed, constructed, commissioned, operated, maintained, and decommissioned and the Buyer accepts no obligation in relation to these matters.
- 2.4 Mojo Power, at its cost, will ensure that:
 - (a) Renewable Supply Commencement is achieved at or prior to the Renewable Supply Target Date or the Revised Renewable Supply Target Date. Mojo Power during this time will provide quarterly progress updates in relation to the Renewable Supply Commencement to the Buyer;
 - (b) Facility LGCs are delivered for the benefit of the Buyer in accordance with Clause 7;
 - (c) all Authorisations necessary to construct and operate the Facilities are obtained;
 - (d) the Facilities are operated and maintained in accordance with Good Electricity Industry Practice and applicable Authorisations, laws and regulations;
 - (e) Clean Energy Regulator approval is obtained such that the Facility LGCs conform with the standards set out in the Renewable Energy Act and the Facilities are registered as an accredited power station in accordance with the Renewable Energy Act;
 - (f) the Buyer is promptly informed of any un-scheduled outages in relation to the Facilities.
- 2.5 Mojo Power must provide all Facility Meter Data to the Buyer so as to facilitate the Buyer to verify the data produced by Facility Metering Equipment within seven days after receiving the Buyer's written request.
- 2.6 If Renewable Supply Commencement is not achieved by the Renewable Supply Target Date Mojo Power will give the Buyer a written notice before the Renewable Supply Target Date setting out:
 - (a) the reason for the delay;
 - (b) the expected duration of the delay;

Electricity Supply Agreement

- (c) the details of any Replacement Facilities and the Facilities to be replaced and the proposed pricing for the electricity supply from the Replacement Facilities; and
 - (d) a revised Renewable Supply Date (being no later than 31 March 2024) ("**Revised Renewable Energy Supply Target Date**").
- 2.7 If Mojo Power nominates Replacement Facilities under clause 2.6(c), then the provisions of this Electricity Supply Agreement will apply to those Replacement Facilities in the same way as the Facilities.
- 2.8 If the Renewable Supply Commencement for UHEP is not achieved and a Replacement Facility has not been sourced by the Revised Renewable Supply Target Date then either Mojo Power or the Buyer may terminate this Electricity Supply Agreement on a no-fault basis by written notice to the other party.

3. Electricity charges

- 3.1 Before the date of the Renewable Supply Commencement (and provided such date is no later than 31 March 2024), the Pre-Renewable Supply Price will apply to all Consumption (if applicable).
- 3.2 From the date of Renewable Supply Commencement, and subject to Clause 4, electricity charges will be calculated by multiplying Consumption by the Firmed Price for each Nominated Premises.
- 3.3 Subject to Clause 2.6(c), the Renewable Energy Price is fixed for the Term of this Electricity Supply Agreement.
- 3.4 The Balance of Supply Price is fixed for the period specified in Schedule 3, after which it may be varied by notice in writing to the Buyer before the change comes into effect ("**Balance of Supply Price Change**"), including:
- (a) an explanation of the Balance of Supply Price Change and how this will affect the Balance of Supply Price; and
 - (b) the applicable new Balance of Supply Price to be applied and the date from which it will apply ("**New Balance of Supply Price**").
- 3.5 Mojo Power will be entitled to apply the New Balance of Supply Price to bills under this Electricity Supply Agreement from the date nominated at clause 3.4(b) above.
- 3.6 At Buyers option, Mojo Power will pay the Buyer for the electricity generated and exported to the NEM from any Buyers Solar PV Installation at the Solar FiT Rate set out in Table 7 of Schedule 3.

4. Minimum and Maximum Consumption Charges

4.1 Minimum Consumption

If the Buyer's actual annual Consumption for all Nominated Premises falls below 80% of the Estimated Annual Consumption in aggregate for all Nominated Premises (and provided the fall in actual annual Consumption is not as a result of Mojo Power's failure or neglect to comply with this Electricity Supply Agreement or is not as a result of a Force Majeure Event), Mojo Power may charge the Buyer additional electricity charges in respect of the difference between the actual Consumption and 80% of the Estimated Annual Consumption, at the Balance of Supply Price. These additional electricity charges and an explanation of how they were calculated will be included in the last invoice following the end of the period to which the Estimated Annual Consumption relates.

4.2 Maximum Consumption

If the Buyer's actual Consumption for all Nominated Premises exceeds 120% of the Estimated Annual Consumption in aggregate for all Nominated Premises (and provided the increase in actual annual Consumption is not as a result of Mojo Power's failure or neglect to comply with this Electricity Supply Agreement or is not as a result of a Force Majeure Event), Mojo Power may charge the Buyer additional charges at the Balance of Supply Price in respect of the difference between the actual Consumption and 120% of the Estimated Annual Consumption (**Excess Quantity**). Mojo Power will, acting reasonably, determine and provide an explanation for the calculation and the amount of the additional charges payable by the Buyer under this clause 4.2 to reflect the

Electricity Supply Agreement

actual or estimated additional cost to Mojo Power associated with the Buyer's Consumption of the Excess Quantity.

4.3 Mitigation

Mojo Power and the Buyer must each use reasonable endeavours to avoid and/or mitigate any additional charges as set out in clauses 4.1, and 4.2.

4.4 Disputes

The provisions of clauses 13 and 22 apply to any invoices issued by Mojo Power pursuant to this clause.

5. Pass through charges

5.1 The Buyer's total cost of electricity includes other charges included on a pass-through basis such as:

- (a) Applicable distribution and transmission losses;
- (b) network charges set by the Buyer's Network Provider;
- (c) Ancillary service charges; and
- (d) metering charges, whether in accordance with a Direct Metering Agreement or otherwise incurred.

5.2 If any of the charges set out at clause 5.1 change during a Billing Period the Buyer's bill will be calculated on a pro rata basis.

5.3 Any charges for other services the Buyer may ask for, such as disconnection or reconnection, meter installations, meter tests or other services the Buyer's Network Provider is entitled to charge for, will be passed through to the Buyer and the Buyer agree to pay Mojo Power the whole of these amounts.

6. Environmental charges

6.1 The Environmental Charges during a Billing Period are calculated as follows:

- (a) For Compliance LGCs and other Environmental Scheme charges - multiplying the Consumption during that Billing Period by the relevant Environmental Price set out in Table 6 of Schedule 3 and the Regulated Renewable Percentage;
- (b) For Additional LGCs (nominated under clause 2.2) - multiplying the volume of Additional LGCs nominated by the Buyer by the Environmental Price.

6.2 Clause 6.1 will not apply in respect of any Environmental Scheme where:

- (a) that Environmental Scheme is abolished and no longer applies to Mojo Power; or
- (b) Mojo Power's acquisitions of electricity for supply to the Buyer are exempt from liability under the relevant Environmental Scheme.

7. Facility LGCs

7.1 Creation and registration of Facility LGCs

From the Renewable Supply Commencement, Mojo Power must procure the registration of Facilities in accordance with the Renewable Energy Act and must do all things necessary (subject to any matters that must be performed by the Buyer) to procure the registration of Facility LGCs able to be created in accordance with the Renewable Energy Act in respect of Compliance LGCs and Additional LGCs.

Electricity Supply Agreement

7.2 Application of Facility LGCs

To the maximum extent possible Mojo Power will apply Facility LGCs to the acquittal of Compliance LGCs and Additional LGCs under this Electricity Supply Agreement.

8. Aggregation for Large Customer Thresholds

- 8.1 By entering into this Electricity Supply Agreement, the Buyer gives its explicit informed consent that if the Buyer consumes less than, or is classified by the distributor as consuming less than, the Large Customer Threshold at a Nominated Premises and/or NMI in any Jurisdiction to which the NERL applies, that nominated premises may be treated as aggregated with other nominated premises located in the relevant jurisdiction and any provisions of the NERL and the NERR which may be excluded by agreement (including Part 2 of the NERL (other than Division 12), Division 3 of Part 1 and Part 2 of the NERR) will not apply to this Electricity Supply Agreement.
- 8.2 If, during the Term the aggregate Consumption of all of the nominated premises in any jurisdiction is classified by the distributor as falling below the Large Customer Threshold, this Electricity Supply Agreement will cease to apply and those nominated premises will be deemed to be small market customers.

9. Metering Services

- 9.1 If there is a Direct Metering Agreement (“DMA”) between the Buyer and a metering services provider(s) Mojo Power will use reasonable endeavours to ensure that that metering services provider(s) is engaged by the Start Date.
- 9.2 If there is no DMA in place, Mojo Power will ensure that, by the Start Date and throughout the Term, a metering coordinator is appointed and one or more metering services providers are engaged to provide metering services and metering data services, in accordance with the National Electricity Rules.

10. Access

- 10.1 The Buyer must give the meter service provider safe access to all meters to allow them to read a meter or perform necessary repairs.
- 10.2 If an actual meter read cannot be obtained or there is a malfunction in the Buyer’s metering equipment then they may estimate the Buyer’s usage based on historical Consumption (as set out under clause 11.3 below). If they continue to be unable to access the Buyer’s meter, the Buyer may be charged for any reasonable direct costs incurred and Mojo Power may, by giving you 5 Business days’ notice in writing, disconnect your supply to that nominated premises and/or NMI.

11. Billing

- 11.1 The Buyer’s Network Provider or meter service provider will measure Consumption based on the Nominated Premises Meter Data.
- 11.2 Mojo Power will use the Nominated Premises Meter Data to calculate the charges on the Buyer’s bill and will invoice the Buyer any applicable GST (in accordance with clause 26).
- 11.3 Where it is not reasonable or reliable to rely upon Nominated Premises Meter Data, the Buyer acknowledges that Mojo Power may provide the Buyer with an estimated bill based on the Buyer’s previous Consumption or in accordance with applicable regulatory instruments. Adjustments may be made in subsequent accounts once a reliable meter reading is available. The bill may also include unbilled charges from previous Billing Periods, adjustments in relation to charges that were or should have been billed in the previous Billing Period or any other charges that may be charged under this Electricity Supply Agreement and that have accrued to the Buyer.
- 11.4 Where charges are changed within a Billing Period, those charges will be pro-rated for that Billing Period.

Electricity Supply Agreement

12. Paying a bill

- 12.1 Bills are to be paid in full on the due date stated on the bill, which will be thirty days from the date of the bill.
- 12.2 Unless Mojo Power is authorised to directly debit the Buyer's account for payment of the bill, the Buyer's bill will not be paid until Mojo Power receives the funds.
- 12.3 Mojo Power may charge interest at the Interest Rate on any unpaid amount under any bill from the due date for payment until the unpaid amount due is received.
- 12.4 If the Buyer is having difficulties paying the Buyer's bill, please contact Mojo Power as soon as possible on 1300 698992 or email service@mojopower.com.au.

13. Disputed Bills

- 13.1 The Buyer may request Mojo Power review a bill by giving Mojo Power written notice before the due date stated on the bill, including the reason for review and the disputed amount.
- 13.2 The Buyer agrees to pay any amount of the bill that is not in dispute by due date of that bill, subject to Mojo Power's review.
- 13.3 Mojo Power must review any disputed bill and where the bill is found to be in error, Mojo Power will issue a corrected bill.
- 13.4 If, after Mojo Power's review under clause 13.3, Mojo Power concludes that the bill is not in error and the Buyer continues to dispute the bill, clause 22 will apply.

14. Force Majeure

- 14.1 If a Party is affected, or likely to be affected, by a Force Majeure Event:
 - (a) The affected Party must as soon as reasonably practicable give the other Party a notice of the fact and keep the other Party updated on a regular basis, including:
 - (i) full particulars of the Force Majeure Event (to the extent known);
 - (ii) an estimate of its likely duration;
 - (iii) the obligations affected by it and the extent of its effect on those obligations; and
 - (iv) the steps taken and proposed to be taken to rectify or mitigate it,as well as prompt notice of any change or likely change in any of the matters referred to in that notice as and when any circumstances or events giving rise to (or likely to give rise to) that change or likely change occur; and
 - (b) The obligations under this Electricity Supply Agreement (except an obligation to pay money) are suspended to the extent to which they are affected by the relevant Force Majeure Event.
- 14.2 The affected Party under Clause 14.1 must use its reasonable efforts to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible.
- 14.3 Either the Buyer or Mojo Power can terminate this Electricity Supply Agreement pursuant to clause 18.1(d) if Mojo Power or clause 18.2(d) if the Buyer is relieved from performing its obligations under this Electricity Supply Agreement for Prolonged Force Majeure by giving at least 20 business days prior written notice to the other Party.

Electricity Supply Agreement

15. Market Disruption Event

- 15.1 Mojo Power must notify the Buyer within 5 business days of Mojo Power becoming aware of a Market Disruption Event occurring, including:
- (a) A description of the Market Disruption Event;
 - (b) Mojo Power's assessment of the impact of the Market Disruption Event; and
 - (c) if known, the likely duration of the Market Disruption Event
- 15.2 Within 10 business days of a notice under clause 15.1, Mojo Power and the Buyer must meet to negotiate in good faith the minimum necessary changes to the procedures under this Electricity Supply Agreement required to enable this Electricity Supply Agreement to continue to be administered, to the extent practicable, in the same manner and which reflect the same commercial effect of the original provisions of this Electricity Supply Agreement prior to the relevant Market Disruption Event.
- 15.3 If Mojo Power and Buyer fail to reach agreement under clause 15.2 within 20 business days of meeting (or any longer period agreed at the time in writing by the Parties), then either Mojo Power or the Buyer may refer that disagreement to an expert for determination under clause 23.

16. Disconnection and Reconnection

16.1 Disconnection in general

If the Buyer requests disconnection of any Nominated Premises, Mojo Power will arrange disconnection in accordance with the Buyer's request and the Buyer must co-operate with and assist the Network Provider's personnel in respect of any disconnection.

16.2 Disconnection initiated by Mojo Power

- (a) If Mojo Power does not receive payment of the Buyer's bill by the due date and the bill is not in dispute under clause 13, Mojo Power will send the Buyer a reminder notice giving the Buyer 5 business days to pay (**Reminder Notice**).
 - (b) If Mojo Power does not receive the Buyer's payment within five (5) business days of Mojo Power sending the Buyer the Reminder Notice, Mojo Power will send the Buyer a notice indicating its intention to disconnect the Nominated Premises the subject of the notice (**Disconnection Notice**).
 - (c) If Mojo Power does not receive the Buyer's payment within the time specified in the Disconnection Notice, Mojo Power may initiate a disconnection of the Nominated Premises the subject of the Disconnection Notice. Mojo Power will not disconnect before the date specified in the Disconnection Notice.
- 16.3 Where Nominated Premises have been disconnected under clause 16.2, if the Buyer:
- (a) rectifies the non-payment under clause 16.2 within 10 Business Days of the disconnection; and
 - (b) pays any relevant charges including any connection or reconnection fees charged
- Mojo Power will initiate the reconnection of the Buyer's Nominated Premises.

17. Removing a Nominated Premises during the Term

- 17.1 Subject to clause 4 (Minimum and Maximum Consumption Charges), the Buyer may request Mojo Power to add a new supply address into this Electricity Supply Agreement, either in substitution for an existing Nominated Premises or in addition to a Nominated Premises.
- 17.2 If during the Term the Buyer is leaving or has left a Nominated Premises, the Buyer:

Electricity Supply Agreement

- (a) must notify Mojo Power in writing; and
 - (b) may ask to transfer this Electricity Supply Agreement from one or more existing Nominated Premises to one or more new Nominated Premises;
- 17.3 Upon transfer to a new retailer, Mojo Power will no longer be obliged to supply electricity to that Nominated Premises.
- 17.4 The Parties agree to vary the information recorded in Schedule 2 to reflect the addition or removal of Nominated Premises in accordance with this clause 17.
- 18. Early Termination**
- 18.1 Mojo Power may terminate this Electricity Supply Agreement in relation to one, some or all of the Nominated Premises before the End Date by giving the Buyer notice in writing if any of the following occurs:
 - (a) Disconnection occurs under clause 16.2, the time for reconnection under clause 16.3 has lapsed and Mojo Power gives notice of termination with respect to those Nominated Premises;
 - (b) the Buyer transfers substantially all of the Nominated Premises to another retailer (unless Mojo Power has consented to such transfer);
 - (c) The Buyer experiences an Insolvency Event; or
 - (d) A Prolonged Force Majeure event affects either Party.
- 18.2 The Buyer may terminate this Electricity Supply Agreement in relation to one, some or all of the Nominated Premises before the End Date by giving Mojo Power notice in writing if any of the following occurs:
 - (a) the Renewable Supply Commencement for UHEP is not achieved by 31 March 2024;
 - (b) Mojo Power is unable, for any reason (apart from a Force Majeure event), to supply electricity to any or all of the Nominated Premises for a period of four (4) consecutive weeks provided that the Buyer has not contributed to or is not responsible for such inability to supply;
 - (c) Mojo Power or a Related Body Corporate of Mojo Power experiences an Insolvency Event; or
 - (d) A Prolonged Force Majeure event affects either Party.
- 18.3 Either Party may terminate this Electricity Supply Agreement before the End Date if any of the following occurs:
 - (a) The other Party breaches a clause of this Electricity Supply Agreement and, if the breach is capable of being rectified, fails to rectify that breach within 20 Business Days after receiving written notice to rectify that breach; or
 - (b) Any gross negligence or serious misconduct on the part of a Party in performing its obligations under this Electricity Supply Agreement.
- 18.4 If this Electricity Supply Agreement is terminated by Mojo Power pursuant to clause 18.1(d) or by the Buyer pursuant to clause 18.2 then:
 - (a) the Buyer (without prejudice to any other rights or remedies it has) must pay Mojo Power the unpaid Charges and other amounts due and payable for supply under this Electricity Supply Agreement supplied prior to the date of termination; and
 - (b) neither the Buyer nor Mojo Power is entitled to, or liable for, any other claim or liability (including the Early Termination Amount) under this Electricity Supply Agreement.
- 18.5 If this Electricity Supply Agreement is terminated by Mojo Power or by the Buyer pursuant to clause 18.3 then:

Electricity Supply Agreement

- (a) the Buyer (without prejudice to any other rights or remedies it has) must pay Mojo Power the unpaid Charges and other amounts due and payable for supply under this Electricity Supply Agreement supplied prior to the date of termination; and
- (b) if the Party terminating is the Buyer, then the Buyer is not liable to Mojo Power for any other claim or liability (including the Early Termination Amount) under this Electricity Supply Agreement; but Mojo Power may be liable to the Buyer for bona fide loss or damage suffered by the Buyer but subject to clause 25; and
- (c) if the Party terminating is Mojo Power, then the Buyer may be liable to Mojo Power for any other claim or liability (including the Early Termination Amount) or bona fide loss or damage suffered by Mojo Power under this Electricity Supply Agreement but subject to clause 25 and Mojo Power is not liable to the Buyer for loss or damage suffered by the Buyer.

19. Early Termination Amount

19.1 By entering into this Electricity Supply Agreement, the Buyer commits to purchasing all electricity Consumed at the Nominated Premises from Mojo Power for the Term. If this Electricity Supply Agreement is terminated by Mojo Power pursuant to clause 18.1(a), 18.1(b) or 18.1(c) or pursuant to clause 18.3 and the Buyer does not buy all of the electricity consumed at the Nominated Premises from Mojo Power from the Commencement Date to the End Date, the Buyer must compensate Mojo Power for any reasonable loss incurred as a direct and proportional result of such Early Termination, which must be a reasonable and genuine pre-estimate of such loss as determined by Mojo Power (**Early Termination Amount**).

19.2 The Early Termination Amount will be calculated as follows:

- (a) For Environmental Charges, an amount, if any, representing compensation to Mojo Power for loss of the Electricity Supply Agreement (or loss of the Nominated Premises(es) under the Electricity Supply Agreement), as reasonably determined by Mojo Power; plus
- (b) For electricity charges, for each Nominated Premises where an Early Termination Amount is payable as follows:

- (i) With respect to electricity charges for each relevant Nominated Premises and Supply Year:

$$\text{Early Termination Amount} = \text{EAC} \times \text{BOSP} \times 1.5$$

Where:

EAC = Estimated Annual Consumption for the Nominated Premises and Supply Year;

BOSP = current Balance of Supply Price

- 19.3 Prior to determining the Early Termination Amount, Mojo Power will use reasonable endeavours to mitigate any such costs and losses.
- 19.4 For the purposes of calculating the Early Termination Amount, Mojo Power must provide all information reasonably required for the Buyer to verify the basis on which the Early Termination Amount was calculated.
- 19.5 If the Buyer notifies Mojo Power that it disagrees with the calculation of the Early Termination Amount, that disagreement will be resolved in accordance with clause 22 (Dispute Resolution).
- 19.6 The Buyer must pay Mojo Power the Early Termination Amount within 90 days of receipt of an invoice subject to the right of the Buyer under clause 19.5 to dispute the Early Termination Amount.
- 19.7 Any amount payable as an Early Termination Amount under this Electricity Supply Agreement are not penalties but rather represent the Parties' genuine pre-estimate of losses that would be incurred as a consequence of the failure by the Buyer to do all things and perform all acts that would otherwise have prevented such loss from arising or being suffered or incurred.

Electricity Supply Agreement

20. Supply after the termination

- 20.1 This Electricity Supply Agreement will terminate on the End Date or earlier in accordance with clause 18.
- 20.2 If Mojo Power continues to supply any Nominated Premises with electricity after the End Date or termination in accordance with clause 18 and there is no new contract in place between the parties, that supply will be on the terms and conditions set out in this Electricity Supply Agreement provided that the Prices and Charges may be varied by Mojo Power from time to time by reasonable notice to the Buyer.

21. Change in Law

- 21.1 If the National Electricity Law (NEL) or the Renewable Energy Act are (or are proposed to be) repealed or amended after the date of this Electricity Supply Agreement in a way which materially impacts on either Party's ability to perform its obligations under this Electricity Supply Agreement (Change in NEL), then Mojo Power and the Buyer must meet to negotiate in good faith the minimum necessary changes to the procedures required to enable this Electricity Supply Agreement to continue to be administered, to the extent practicable, in the same manner and which reflect the same commercial effect of the original provisions of this Electricity Supply Agreement prior to the relevant Change in NEL and/or the Renewable Energy Act.
- 21.2 If the Parties are unable to agree the amendments referred to in clause 21.1 within 20 business days (or any longer period agreed at the time in writing by the Parties), then the matter will be referred to an Expert under clause 23.

22. Dispute Resolution

- 22.1 This clause applies to all disputes under this Electricity Supply Agreement between the Buyer and Mojo Power.
- 22.2 If either Mojo Power or Buyer disagrees with any matter, each must appoint a senior representative to attempt to informally resolve the matter, including agreeing any settlement and/or amendment to this Electricity Supply Agreement, by way of negotiation.
- 22.3 If the dispute is not resolved by Mojo Power and the Buyer within 10 business days, then either Mojo Power or the Buyer (as applicable) may refer the dispute to an expert for determination in accordance with clause 23.

23. Expert Determination

- 23.1 If a matter is referred to an expert under the terms of this Electricity Supply Agreement, Mojo Power and the Buyer must appoint an expert in accordance with the procedure set out below.
- 23.2 Mojo Power and Buyer must:
- (a) within 5 business days of the matter being referred to an expert under the terms of this Electricity Supply Agreement, meet to discuss and agree, in good faith, an appropriate independent expert; or
 - (b) if the Parties fail to agree on the appointment of an expert within 5 business days of meeting in accordance with clause 23.2(a), either Party may request that the Resolution Institute ABN 69 008 651 232 Suite 602, Level 6 Tower B, Zenith Centre, 821-843 Pacific Highway, Chatswood NSW 2067 appoint an expert.
- 23.3 The expert must:
- (a) in addition to having the relevant qualifications above, have reasonable commercial and practical experience in the area of the dispute;
 - (b) be based in an office located in the Jurisdiction;
 - (c) have no interest or duty which conflicts or may conflict with his or her function as expert, he or she being required to fully disclose any such interest or duty before his or her appointment; and

Electricity Supply Agreement

- (d) not be an employee or former employee of any of the parties or of their Related Bodies Corporate.
- 23.4 The expert must:
 - (a) promptly fix a reasonable time and place for receiving submissions or information from the Parties or from any other persons as he or she may think fit;
 - (b) accept oral or written submissions from the Parties as to the subject matter of the dispute within 10 business days of being appointed (or within such other time frame as agreed between the Parties);
 - (c) not be bound by the rules of evidence; and
 - (d) make a determination in writing within 20 business days of being appointed (or any longer period agreed at the time in writing by the Parties).
- 23.5 The expert will be required to undertake to keep confidential matters coming to the expert's knowledge by reason of being appointed under this clause 23 and performance of his or her duties.
- 23.6 The expert will have the following powers:
 - (a) to inform himself or herself independently as to facts and if necessary technical and/or financial matters to which the dispute relates;
 - (b) to receive written submissions, sworn and unsworn written statements and photocopy documents and to act upon the same;
 - (c) to consult with such other professionally qualified persons as he or she in his or her absolute discretion thinks fit; and
 - (d) to take such measures as he or she thinks fit to expedite the completion of the resolution of this dispute.
- 23.7 A person appointed as an expert will not be an arbitrator but be an expert and the law relating to arbitration will not apply to him or her or his or her determination or the procedures by which he or she may reach his or her determination.
- 23.8 The dispute resolution will be held in a location in the Jurisdiction agreed by all parties.
- 23.9 The costs of the expert and any advisers appointed by the expert will be borne equally by Mojo Power and the Buyer or as otherwise determined by the expert.
- 23.10 Mojo Power and Buyer must provide the expert all information and other assistance that the expert may reasonably require.
- 23.11 The parties will each be entitled to be legally represented in respect of any representations that they may wish to make to the expert, whether orally or in writing.
- 23.12 Notwithstanding a reference of a dispute to the dispute resolution procedure in this clause 23 the parties will, so far as it is reasonably practicable, continue to perform and comply with their respective obligations under this Electricity Supply Agreement until the End Date or termination of this Electricity Supply Agreement as the case might be.
- 23.13 In the absence of fraud or manifest error the decision of the expert will be valid and binding on the parties.
- 23.14 Nothing in this clause prevents either Party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that Party's reasonable opinion, that action is necessary to protect that Party's rights.
- 24. **Assignment and Novation**
- 24.1 The right of a Party (as Outgoing Party) to assign or novate its rights and obligations, under this Electricity Supply Agreement or permit any Change in Control under this Electricity Supply Agreement to a new party (as Incoming

Electricity Supply Agreement

Party) (as applicable) is subject to the other Party's (as Continuing Party) consent, noting that such consent cannot be unreasonably withheld if conditions in this clause 24 are met. The Parties agree and acknowledge that, prior to the novation of the Electricity Supply Agreement from an existing Party (as Outgoing Party) to a new Party (as Incoming Party), written consent must be secured from the other Party.

- 24.2 A Continuing Party must not withhold its consent under clause 24.1 if the Outgoing Party demonstrates to the Continuing Party's reasonable satisfaction that the Incoming Party will remain financially and technically capable of performing its obligations under this Electricity Supply Agreement.
- 24.3 The Outgoing Party may, by providing at least 20 business days' prior written notice to the Continuing Party, at any time assign or novate the whole or any part of its obligations under this Electricity Supply Agreement to an Incoming Party that:
- (a) is technically and financially capable of performing its obligations under this Electricity Supply Agreement;
 - (b) is, in the opinion of the Continuing Party, acting reasonably, no less creditworthy than the Outgoing Party; and
 - (c) meets specified financial and other criteria, including that, in the opinion of the Continuing Party, acting reasonably, the Incoming Party is a direct competitor to the Continuing Party.
- 24.4 The Continuing Party may request the Outgoing Party to provide further information in relation to the Incoming Party and the proposed assignment or novation for the purposes of confirming that the Incoming Party meets the requirements of clause 24.3.

25. Liability and Insurances

- 25.1 Nothing in this clause 25 limits or excludes an obligation to pay electricity charges or other amounts payable by the Buyer under this Electricity Supply Agreement.
- 25.2 To the extent permitted by Law neither Party will be liable to the other Party in any circumstances for any Consequential Loss.
- 25.3 So far as the Law allows, to the extent that a Party has any liability to the other party under or in connection with this Electricity Supply Agreement (whether arising in contract, tort (including negligence), under statute or on any other basis whatsoever (other than a failure to pay an amount invoiced under clause 12 or the Early Termination Amount), that liability is limited, for all claims in aggregate that party makes in each Calendar Year, or part thereof, during the Term of this Electricity Supply Agreement to \$100,000 (as pro-rated for any year during the Term that is less than 12 calendar months).
- 25.4 The Competition and Consumer Act 2010 (Cth) and other Laws provide that certain conditions, consumer guarantees and rights apply to contracts with consumers (as defined in that legislation) that cannot be excluded or limited.
- 25.5 The Parties will obtain and maintain for the Term the insurances that a prudent party similar to the Parties would be expected to obtain and maintain for the purposes of an agreement on similar terms and conditions to this Electricity Supply Agreement. Before the Commencement Date and whenever requested by the Buyer, Mojo Power must produce evidence in the form of certificates of currency to the reasonable satisfaction and approval of the Buyer that it has satisfied all of its insurance obligations under this Electricity Supply Agreement.

26. GST

- 26.1 Any term used in this clause 26 which has a defined meaning in the GST Law will have the corresponding meaning, unless the context makes it clear that a different meaning is intended.
- 26.2 All amounts stated in this Electricity Supply Agreement are GST exclusive unless otherwise indicated (**GST Exclusive Consideration**).

Electricity Supply Agreement

- 26.3 To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this Electricity Supply Agreement, the consideration to be provided under this Electricity Supply Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 26.4 The recipient must pay the additional amount payable under clause 26.3 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 26.5 A Tax Invoice will be issued in respect of any supplies made under this Electricity Supply Agreement.
- 26.6 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Electricity Supply Agreement the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 26.3, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 26.7 If one of the parties to this Electricity Supply Agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Electricity Supply Agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 26.3.

27. Confidentiality

Mojo Power commits to keeping any information about the Buyer in the Buyer's Electricity Supply Agreement confidential. We will only disclose information that we have about the Buyer to the extent specifically required by law (such as to regulatory bodies or market institutions), or for the purposes of this Electricity Supply Agreement (such as in connection with any query or claim), or to any service providers Mojo Power may use to operate this Electricity Supply Agreement.

28. Government Information (Public Access) Act 2009 (NSW)

- 28.1 Notwithstanding any other provisions of this Electricity Supply Agreement, the Parties acknowledge and agree that under the Government Information (Public Access) Act 2009 (NSW) the Buyer, who is subject to this law, may be required to publicly disclose information about this Electricity Supply Agreement. As at the date of this Electricity Supply Agreement, none of the disclosure obligations require the disclosure of:

- (a) the commercial-in-confidence provisions of a contract;
- (b) any matter that could reasonably be expected to affect public safety or security; or
- (c) information which would be exempt from disclosure if it were the subject of an application under the Government Information (Public Access) Act 2009 (NSW).

- 28.2 Mojo Power may at any time nominate any items that it considers are confidential and why, so as to assist the Buyer in determining what items to disclose.

29. Notices

- 29.1 Notices sent by one Party to another under this Electricity Supply Agreement if sent via email – a carbon copy, if sent via post and:

- (a) where the Party providing the notice is:
 - (i) Mojo Power, must be sent to the Buyer directly; and
 - (ii) the Buyer, must be sent to Mojo Power directly; and

Electricity Supply Agreement

- (b) may additionally be sent through the Platform at the election of the Party issuing the notice.
- 29.2 Any notice, demand, consent, approval or other communication given or made under this Electricity Supply Agreement:
- (a) except as otherwise specified in this Electricity Supply Agreement, must be in writing and signed by a person duly authorised by the sender;
 - (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or that last notified by the intended recipient to the sender after the date of this Electricity Supply Agreement as specified in item 7 of the Details.
 - (c) will conclusively be taken to be duly given or made in the case of delivery:
 - (i) in person, when delivered;
 - (ii) by post to an address in the same country, the earlier of:
 - (A) if delivered by express post – one business day after the date of posting;
 - (B) if delivered by priority post – four business days after the date of posting; or
 - (C) if delivered by regular post – six business days after the date of posting,and the time that the notice is actually received by the intending recipient;
 - (iii) by post to an address in another country, seven business days after the date of posting; and
 - (iv) by email, the earlier of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
 - (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two-hour period, an automated message that the email has not been delivered,

but if the result is that a notice would be taken to be given or made on a day that is not a business day in the place to which the notice is sent or at a time that is later than 4:00pm (local time), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

30. Governing law

- 30.1 The Electricity Supply Agreement is governed by the law in force in the Jurisdiction.
- 30.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Jurisdiction, the Federal Court of Australia in the Jurisdiction and courts of appeal from them for determining any dispute concerning this Electricity Supply Agreement.
- 30.3 Except to the extent inconsistent with an express provision of this Electricity Supply Agreement to submit matters to an alternative forum for dispute resolution or mediation, each party waives any right it has to object to an action being brought in those courts including claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Electricity Supply Agreement

31. Survival

- 31.1 The following clauses survive termination of this Electricity Supply Agreement, clause 18 (Early Termination), clause 19 (Early Termination Amount), clause 22 (Dispute Resolution), clause 23 (Expert Determination), clause 25 (Liability and Insurance), clause 26 (GST), clause 27 (Confidentiality), clause 30 (Governing Law) and this clause 31 (Survival).

32. Mojo MarketPlace Special Conditions (if applicable)

32.1 Definitions

In these Special Conditions, the following terms apply:

Mojo MarketPlace means the renewable energy contracting and trading platform operated in accordance with the Mojo MarketPlace Terms and Conditions.

32.2 Application of these Special Conditions

These Special Conditions form part of the Electricity Supply Agreement and together with the Mojo MarketPlace Terms and Conditions apply to the supply of electricity to the Nominated Premises if selected as an option by the Buyer.

32.3 Electricity Consumption Matching

- (a) During the Term, we will apply the Renewable Energy Price to each bill for electricity consumed at the Nominated Premises to Renewable Matched Consumption through the Mojo MarketPlace.
- (b) The Renewable Energy Price will be applied to Renewable Matched Charges Mojo MarketPlace matches that generation to the electricity Consumption at the Nominated Premises.

32.4 Adjustments

- (a) Adjustments to Renewable Matched Charges may be made, including but not limited to circumstances where:
 - (i) There is a metering malfunction at the Nominated Premises; or
 - (ii) There is an adjustment to the generation data for the Facility.
- (b) Mojo Power will make any adjustments for unbilled Renewable Matched Charges from previous cycles, adjustments in relation to charges that were or should have been billed in previous cycles in accordance with the Electricity Supply Agreement.

32.5 Terminating these Special Conditions

- (a) Mojo Power may terminate these Special Conditions early if:
 - (i) Mojo Power ceases to have an agreement with the generator of the Renewable Project;
 - (ii) Mojo MarketPlace ceases operation; or
 - (iii) Mojo Power gives the Buyer at least 20 Business Days' notice.
- (b) If these Special Conditions are terminated early, the Electricity Supply Agreement will continue in accordance with the balance of its provisions.

Electricity Supply Agreement

Schedule 1

Glossary

Additional LGCs means LGCs acquired by the Buyer voluntarily in addition to the Compliance LGCs.

Authorisation means any consent, accreditation, authorisation, guideline, approval, direction, registration, filing, recording, agreement, notarisation, certificate, permission, licence, approval, permit, authority, exemption, ruling or statutorily required policy of insurance and any renewal or variation of any of them from an applicable Authority and under all applicable Laws.

Authority means:

- (a) any government, quasi-government or judicial authority, entity, agency, instrumentality;
- (b) any minister, regulatory department or related authority; and
- (c) any other authority, agency, commission, body, instrument enterprise or similar with powers or jurisdiction under any Law, as applicable to this Electricity Supply Agreement or the parties,

includes the *AEMC*, and any successor or replacement body.

Balance of Supply Consumption means Consumption other than Renewable Matched Consumption.

Balance of Supply Price means, in relation to a Nominated Premises, the price for electricity applicable to Balance of Supply Consumption as set out at Schedule 3.

Billing Period means the period covered by any bill, which (unless otherwise advised) will generally be approximately one month;

Business Day means a day other than a Saturday, Sunday or public holiday in Sydney in New South Wales.

Buyers Solar PV Installation means a solar photovoltaic installation that is:

- (a) less than or equal to 2 MW_{AC} in size or otherwise approved by Mojo Power if the installation is greater than 2 MW_{AC} in size, and
- (b) owned or operated by the Buyer, and
- (c) accredited under the Renewable Energy Act.

Calendar Year means the First Calendar Year, the Last Calendar Year and each complete year between the First Calendar Year and the Last Calendar Year.

Change in Control means where an entity comes under the Control of a third party who did not control the entity as at the date of this Electricity Supply Agreement.

Change in Law means:

- (a) a change in an existing Law or Tax (including a change in the rate or calculation of Tax), including repeal or amendment or the imposition of a new Law or Tax; or
- (b) the imposition of a new Authorisation or Tax; or
- (c) a change in the interpretation or application of any Law or Authorisation resulting from a decision of an Authority.

Compliance LGCs means that number of LGCs required to meet the Renewable Power Percentage for the Consumption.

Consequential Loss means any of the following losses, whether they arise directly or indirectly from the relevant act or omission:

- (a) loss of profit
- (b) loss of revenue;

Electricity Supply Agreement

- (c) loss of opportunity;
- (d) damage to goodwill or reputation;
- (e) loss of access to markets;
- (f) loss of anticipated savings;
- (g) business interruption; and
- (h) damage to credit rating.

provided that the Early Termination Amount is explicitly excluded.

Consumption, in relation to a Nominated Premises means the actual metered consumption, substituted consumption or estimated consumption (as applicable, in accordance with clause 11.3) of electricity at that Nominated Premises in kilowatt hours.

Control has the meaning given to it in section 50AA of the *Corporations Act 2001* (Cth).

Environmental Charges means charges relating to liabilities arising under an Environmental Scheme as set out at Schedule 3.

Environmental Scheme means any law which has as one of its purposes the reduction or limitation of greenhouse gases, the encouragement of renewable, low emissions or other forms of clean energy, or the minimisation of the impact of the electricity industry on the environment.

Estimated Annual Consumption, in respect of all Nominated Premises, is as set out in Schedule 2 – Premises Schedule.

Facility or Facilities means the Renewable Energy generators set out at Schedule 4 and includes the Replacement Facilities if applicable.

Facility LGCs means LGCs created by reference to Renewable Energy generation by the Facilities.

Facility Meter Data means the data recorded by the Facility Metering Equipment.

Facility Metering Equipment means the Metering Equipment located at the Facilities.

Firmed Price has the meaning given to it in Schedule 3

Force Majeure Event means an event which is beyond the reasonable control of the Party affected and which the Party has not caused or materially contributed to by its negligent acts or omissions and which interferes with the Party's ability to meet its obligations, including:

- (a) fire, lightning strike, explosion, flood, earthquake, cyclone, landslide, riots, civil commotion, malicious damage, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, radioactive contamination, toxic or dangerous chemical contamination, or epidemic;
- (b) action or inaction by a court, governmental authority, arbitrator, quasi-governmental or regulatory authority (including denial, refusal or failure to grant any permit, regulatory approval, consent, licence, authority or authorisation, despite timely endeavours to obtain same).

Good Electricity Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from a significant proportion of operators of facilities forming part of a power system for the generation, transmission or supply of electricity under conditions comparable to those applicable to the relevant facility consistent with applicable regulatory instruments, reliability, safety and environmental protection. The determination of comparable conditions is to take into account factors such as the relative size, duty, age and technological status of the relevant facility and the applicable regulatory instruments.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Electricity Supply Agreement

GST Exclusive Consideration has the meaning given to it in clause 26.2.

Insolvency Event means, in respect of a Party:

- (i) that party ceasing, or threatening to cease, to carry on all or substantially all of its business or operations;
- (j) that party declaring itself, or being declared, to be insolvent or bankrupt or applying to a court for an order to similar effect;
- (k) any writ of execution, garnishee order, mareva injunction or similar order, attachment or process being made against that party or all or substantially all of its assets;
- (l) a liquidator, provisional liquidator, administrator, receiver, controller, trustee or similar official, being appointed to that party or all or substantially all of its assets;
- (m) an order being made, or a resolution being passed or a meeting being convened for the purpose of that party:
 - (i) being wound up, deregistered or dissolved; or
 - (ii) proposing to enter or entering into any form of moratorium or other arrangement or scheme with any of its creditors;
- (n) that party being unable to pay its debts as and when those debts become due and payable;
- (o) that party being insolvent or under administration as defined in the Corporations Act; or
- (p) if the party is foreign, anything analogous to paragraphs (a) to (g) in its place of incorporation, formation or domicile (as applicable).

Interest Rate means 2% above the Reserve Bank of Australia Cash Rate Target, calculated daily.

Jurisdiction means the New South Wales.

Law means a binding legal requirement such as an act, ordinance, regulation, by-law, order, award, local law, statute, proclamation and mandatory code, decision or direction of any Authority.

LGC means a Large-Scale Generation Certificate created under Division 4 of Part 2 of the Renewable Energy Act that may be created under the Renewable Energy Act, registered under Division 5 of Part 2 of the Renewable Energy Act and transferable under Division 6 of Part 2 of the Renewable Energy Act.

Loss means all damage, loss, cost, claim, obligation or expense.

Market Disruption Event means:

- (a) the failure of or delay by AEMO in announcing or publishing the *spot price* at the Regional Reference Node;
- (b) a material change in the method by which the *spot price* at the Regional Reference Node is calculated or a material change in the location of the Regional Reference Node;
- (c) the abolition of the Regional Reference Node or a change in the boundaries or the number of *regional reference nodes* or the region in which the Regional Reference Node is located;
- (d) the temporary or permanent discontinuance of the NEM; or
- (e) any index, quotation, publication or price referred to in this Electricity Supply Agreement that is published by a third-party ceases to be published and available on the same basis as at the Start Date.

Metering Equipment means the plant, equipment and facilities (including each of the meters, current transformers and voltage transformers) to measure and record the quantity of active and reactive electricity imported or exported at the meters.

Network Provider means a distribution network service provider.

Electricity Supply Agreement

Nominated Premises means each address where the Buyer accepts the supply of electricity under this Electricity Supply Agreement, as detailed at Schedule 2.

Nominated Premises Meter Data means record of electricity consumed at a Nominated Premises as measured by Metering Equipment.

Party means each of Mojo Power and the Buyer and Parties has a corresponding meaning.

Pre-Renewable Supply Price means the Price set out in Schedule 3 Table 1.

Prolonged Force Majeure means a continuous period of 1 month during which a Party's obligations are affected by one or more Force Majeure Events.

Register means the register of LGCs established under the Renewable Energy Act.

Related Body Corporate means any related body corporate as defined in the *Corporations Act 2001* (Cth), but on the basis that 'body corporate' includes any entity and a trust.

Renewable Energy means energy generated by the Facilities listed at Schedule 4.

Renewable Energy Act means the *Renewable Energy (Electricity) Act 2000* (Cth).

Renewable Energy Price means, in relation to a Nominated Premises, the price for electricity applicable to Renewable Matched Consumption as set out at Schedule 3.

Renewable Matched Consumption means Nominated Premises Consumption which coincides with generation of Renewable Energy and is matched as set out at Schedule 3.

Renewable Power Percentage has the meaning in the Renewable Energy Act.

Renewable Supply Commencement means the stage where a Facility:

- (a) is connected for electrical energy to be exported to the NEM;
- (b) is capable of exporting energy, and
- (c) and each material Authorisation required has been obtained for the generation, sale and transfer of electricity into the NEM.

Renewable Supply Target Date means, for a Facility, the date on which Renewable Supply Commencement is to be achieved as set out at Schedule 4.

Replacement Facilities means one or more Renewable Energy generators nominated by Mojo Power pursuant to clause 2.6(c), and having comparable generation characteristics as the Upper Hunter Energy Park and from which Mojo Power has procured supply in accordance with clause 2.

Supply Year means the 12 month period from 1 January to 31 December of each year during the Term of this Electricity Supply Agreement.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan, or withholding, other than a tax on income, however it is described, whether direct or indirect, by whatever method collected or recovered, that is levied or imposed by any government, and any related interest, penalty, charge, fee or other amount.

Tax Invoice has the same meaning as tax invoice under GST Law.

UHEP means the Upper Hunter Energy Park which is situated in the Upper Hunter Shire Council area and is comprised by a 79.8 MWAC wind farm, 10 MW AC solar farm and 50MW AC capacity battery energy storage system.

Electricity Supply Agreement

Schedule 2

Nominated Premises and Estimated Annual Consumption

NMI	Nominated Premises	Estimated Annual Consumption (KWh)
4102018107-2	Regional Arts Centre	84,045
4102019212-7	Booster Pump Station	10,100
4103526884-3	Muswellbrook Marketplace	101,391
4103533302-8	Street Lighting	908,706
4103599905-0	Indoor Heated Swimming Pool	384,395
4103789493-5	Muswellbrook Library	207,578
4103868021-3	Sam Adams College (Accommodation TAFE)	83,042
4103898168-3	Tertiary Education Centre	232,142
4103939724-2	Reuse Water Treatment Works (TREATMENT WORKS DP189178)	1,127,395
NCCC000317-9	Muswellbrook Marketplace	1,337,127
NCCC005768-6	HVEC 75 kW reuse pump	214,019
NCCCAA0511-2	Denman Sewerage Treatment Plant	111,766
NCCCAA0512-8	Denman Intake Works	111,094
NCCCZ00504-6	Muswellbrook Intake Works and Water Treatment Plant	945,010
NCCC005668	NO. 5 SEWER PUMP	68,455
4103921878-7	Houselights Campbell's Corner - Admin building	64,772

Electricity Supply Agreement

Schedule 3 – Price

1. Pre-Renewable Supply Price

Table 1: The following table sets out the applicable Pre-Renewable Supply Price for a given Supply Year.

Calendar Year	Supply Year n	Pre-Renewable Supply Price (c/kWh) *
2022	1	Not applicable
2023	2	Not applicable
2024	3	Not applicable
2025	4	Not applicable
2026	5	Not applicable
2027	6	Not applicable
2028	7	Not applicable
2029	8	Not applicable
2030	9	Not applicable
2031	10	Not applicable

2. Renewable Energy Price

Table 2: The following table sets out the applicable Renewable Energy Price for a given Supply Year.

Calendar Year	Supply Year n	Renewable Energy Price (\$/MWh) *
2022	1	\$49.50
2023	2	\$49.50
2024	3	\$49.50
2025	4	\$49.50
2026	5	\$49.50
2027	6	\$49.50
2028	7	\$49.50
2029	8	\$49.50
2030	9	\$49.50
2031	10	\$49.50

3. Balance of Supply Price

Table 3: The following table sets out the applicable Balance of Supply Price for a given Supply Year.

Calendar Year	Supply Year n	Balance of Supply Price (\$/MWh) *
2022	1	\$75.64
2023	2	\$78.33
2024	3	\$84.57
2025	4	Calculated in accordance with Schedule 3
2026	5	Calculated in accordance with Schedule 3
2027	6	Calculated in accordance with Schedule 3
2028	7	Calculated in accordance with Schedule 3
2029	8	Calculated in accordance with Schedule 3
2030	9	Calculated in accordance with Schedule 3
2031	10	Calculated in accordance with Schedule 3

Electricity Supply Agreement

4. Firmed Price

Table 4: The following table sets out the applicable Firmed Price for a given Supply Year.

Calendar Year	Supply Year #	Firmed Price (c/kWh) *
2022	1	7.379
2023	2	7.002
2024	3	5.772
2025	4	Calculated in accordance with Schedule 3
2026	5	Calculated in accordance with Schedule 3
2027	6	Calculated in accordance with Schedule 3
2028	7	Calculated in accordance with Schedule 3
2029	8	Calculated in accordance with Schedule 3
2030	9	Calculated in accordance with Schedule 3
2031	10	Calculated in accordance with Schedule 3

A Firmed Price¹ (c/kWh) for Supply Year n is calculated as follows:

$$\text{Firmed Price}(n) = \frac{(\text{REP} \times \text{RE Amount}(n)) + (\text{BOSP}(n) \times \text{BOS Amount}(n))}{(\text{RE Amount}(n) + \text{BOSP Amount}(n))} / 10$$

Where:

REP is the Renewable Energy Price (\$/MWh) for the Term.

RE Amount(n) is the amount of Renewable Matched Consumption projected to be consumed in each Supply Year to which REP is payable (Table 5: RE and BOS Amount)

BOS Amount(n) is the amount of Balance of Supply Consumption projected to be consumed in each Supply Year to which BOSP is payable. (Table 5: RE and BOS Amount)

- 4.1 For Supply Years after the third Supply Year, the following process shall be used to determine and implement a new Firmed Price.
- 4.2 After 1 July but before the first Business Day of September in the year prior to Supply Year (n), the Buyer must instruct Mojo Power to calculate the Firmed Price for the next Supply Year (n). Mojo Power shall calculate the new Firmed Price in accordance with this Electricity Supply Agreement (“Submitted FP Offer”) within 5 Business Days and present to Buyer for acceptance. Acting reasonably, Buyer shall provide its consent to the Submitted FP no later than 5 Business Days after presentation of the Submitted FP Offer (“Accepted FP Offer”). The Accepted FP Offer will come in to effect on 1 January of the following Supply Year and apply for the duration until 31 December.
- 4.3 Where the Buyer rejects a Submitted FP Offer, it may after 30 days of notice of rejection, but no later than the first Business Day of September, instruct Mojo Power to re-calculate the Firmed Price for the next Supply Year.
- 4.4 Where the Buyer fails to instruct Mojo Power to calculate the Firmed Price for the next Supply Year (n), Mojo Power shall calculate the new Firmed Price on the first Business Day of November prior to Supply Year (n) which shall then be deemed an Accepted FP Offer.
- 4.5 Where the Buyer disputes the calculation of the Submitted FP, Buyer shall provide notice to Mojo Power no later than 5 Business Days after presentation of the Submitted FP and clause 22 (Dispute Resolution) of this Electricity Supply Agreement shall apply. Should the parties fail to agree to the Submitted FP Offer by the first Business Day of November prior to Supply Year (n), then the most recent Submitted FP Offer shall apply until such time as the processes set out in Clause 22 (Dispute Resolution) and Clause 23 (Expert Determination) provide for a different Firmed Price. Note 1: It is intended Firmed Price determination and process shall be completed by all LGAs at the same time and preferably coordinated through one agent of all LGAs.

Electricity Supply Agreement

5. Calculating RE Amount and BOS Amount

Table 5: This table sets out RE Amount(n) and BOS Amount(n) for a given Supply Year (n)

Calendar Year	Supply Year n	RE Amount (MWh)	BOS Amount (MWh)
2022	1	7,084	92,598
2023	2	28,742	70,940
2024	3	76,306	23,376
2025	4	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3
2026	5	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3
2027	6	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3
2028	7	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3
2029	8	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3
2030	9	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3
2031	10	Calculated in accordance with Schedule 3	Calculated in accordance with Schedule 3

- For Supply Years (n) = 1, 2 and 3, the RE Amount and BOS Amount are fixed in accordance with Table 3
- For Supply Years after the third Supply Year ((n) ≥ 4), the RE Amount in MWh is calculated by matching the combined optimised output of Renewable Energy on a P50 basis for Supply Year n for the Facilities set out in Schedule 4, against the Hunter and Central Coast Estimated Annual Consumption.

Where:

$(RE\ Amount(n) + BOS\ Amount(n)) \leq Estimated\ Annual\ Consumption\ (n)$

Hunter Central Coast Estimated Annual Consumption is the estimated aggregate annual electricity consumption in MWh of the Local Government Authorities of Maitland, Central Coast, Lake Macquarie, Muswellbrook, Upper Hunter and Cessnock.

BOSP Amount(n) = Hunter Central Coast Estimated Annual Consumption (n) - RE Amount(n)

6. Determining the New Balance of Supply Price

For Supply Years after the third Supply Year, the Balance of Supply Price is calculated in accordance with this Section 6.

BOSP(n) is the Balance of Supply Price for Supply Year (n) which is derived as follows:

$$BOSP(n) = (1 + GM) * BOS\ Shape\ factor * \frac{\sum_{n=1}^3 (ASX\ Cal\ Base\ Swap)\ n}{3}$$

Where:

GM is a Gross Margin of 10%

ASX Cal Base Swap(n) is the quoted CAL Base Swap in NSW for the Supply Year following the current Supply Year - (<https://www.asxenergy.com.au/futures/nsw>)

BOSP Shape Factor is the calculated as follows:

$$BOS\ Shape\ factor = \left(1 + \frac{VFOSLR}{100}\right) * \left(\frac{\sum_{TI=1}^{Year\ TI} (NSW\ Market\ Price(TI) * HCC\ Load(TI))}{HCC\ Unmatched\ Load * Ave(NSW\ Market\ Price)}\right)$$

Where:

TI is a trading interval

Year TI is the total number of trading intervals in a Supply Year (n)

VFOSLR is the current Outstandings Limit Volatility Factor (VFOSLR) averaged over summer, winter and shoulder for NSW published by AEMO (volatility factor) for the Supply Year (n) (<https://aemo.com.au/en/energy-systems/electricity/national-electricity-market-nem/market-operations/settlements-and-payments/prudentials-and-payments/maximum-credit-limit/nem-regional-volatility-and-price>)

Electricity Supply Agreement

NSW Market Price (TI) is the average of the last two calendar years of spot price in NSW published by AEMO for a given (TI).

HCC Load (TI) is the estimated Balance of Supply Consumption in MWh of the Local Government Authorities of Maitland, Central Coast, Lake Macquarie, Muswellbrook, Upper Hunter and Cessnock for a given TI in Supply Year (n)

HCC Unmatched Load is the estimated aggregate annual Balance of Supply Consumption in MWh of the Local Government Authorities of Maitland, Central Coast, Lake Macquarie, Muswellbrook, Upper Hunter and Cessnock.

7. Environmental Prices

Table 6: The following table sets out the applicable Environmental Prices for a given Supply Year.

Calendar Year	Supply Year n	LGC Price (\$/LGC) *	Non LGC Environmental Prices
2022	1	\$30.00	Pass through at market price
2023	2	\$20.00	Pass through at market price
2024	3	\$20.00	Pass through at market price
2025	4	\$18.00	Pass through at market price
2026	5	\$18.00	Pass through at market price
2027	6	\$18.00	Pass through at market price
2028	7	\$18.00	Pass through at market price
2029	8	\$18.00	Pass through at market price
2030	9	\$18.00	Pass through at market price
2031	10	Not Applicable	Pass through at market price

8. Solar FiT Rate

Table 7: The following table sets out the applicable Solar FiT Rate for a given Supply Year.

Calendar Year	Supply Year n	Solar FiT Rate (\$/MWh) *
2022	1	\$49.50
2023	2	\$49.50
2024	3	\$49.50
2025	4	\$49.50
2026	5	\$49.50
2027	6	\$49.50
2028	7	\$49.50
2029	8	\$49.50
2030	9	\$49.50
2031	10	\$49.50

9. Other Charges

Retail service charge of \$35 per NMI per month (Excl. GST).

Electricity Supply Agreement

Schedule 4

Facilities

Facility	Renewable Energy Type	Location State and LGAs	Approval Status	Renewable Supply Target Date
Sapphire Wind Farm	Wind (LGC only)	Swan Vale NSW	Operating	Operating
Upper Hunter Energy Park	Wind	Scone NSW	Approved	31/03/23
Chillamurra Solar Farm	Solar	Boggabilla NSW	Operating	Operating
Riverina Solar Farm	Solar	Yoogali NSW	Under Construction	01/07/22