

General Terms and Conditions

1. Contract parts

- 1.1 This Contract constitutes the entire agreement between GoZERO and the Customer.
- 1.2 This Contract comprises:
- (a) the details set out in the Customer Schedule;
 - (b) these General Terms and Conditions;
 - (c) the Standard Installations Conditions set out in Schedule 5;
 - (d) where a Generation Guarantee is provided by GoZERO, the Generation Based Guarantee (PV System) set out in Schedule 2; and
 - (e) if a PFC Performance Based Guarantee is provided by GoZERO, the PFC Performance Based Guarantee set out in Schedule 3.
- 1.3 The Terms and Conditions apply to the provision of the Products and Services to the exclusion of any other terms.
- 1.4 Except where otherwise expressly stated, terms defined in these General Terms and Conditions shall have the same meaning when used in other parts of this Contract.
- 1.5 These General Terms and Conditions may be updated from time to time. The most up to date version is available at www.gozero.energy

2. Capacity of Parties to this Contract

2.1 GoZERO Energy Pty Ltd

GoZERO Energy Pty Ltd is a party to this Contract in respect of the supply of products and services other than those referred to in clause 2.2 below.

2.2 GoZERO Asset Management Pty Ltd

GoZERO Asset Management Pty Ltd is a party to this Contract only in respect of the products and services supplied (including Performance Guarantees, to the extent applicable) under the Power Purchase Agreement (PPA) Terms and Conditions (Schedule 1). Where GoZERO Asset Management Pty Ltd is a party it may be acting in its capacity as trustee; which will be indicated in Item 2 of the Customer Schedule.

3. Things that must occur before this Contract becomes operative

- 3.1 The rights and obligations of the parties under this Contract, other than those arising under clauses 15 (Confidentiality), 23 (Goods & Services Tax), 25 (Notices), 26 (Dispute Resolution), 27 (General) and 28 (Definitions) are subject to and do not become binding upon the parties unless and until the Conditions Precedent set out in the Customer Schedule are satisfied or waived.
- 3.2 As soon as reasonably practicable after the Contract Date, each party will use their respective best endeavours to achieve satisfaction of the conditions referred to in clause 3.1. Each party will upon request from the other party do all things and execute all documents as are reasonably necessary to assist the

satisfaction of the conditions referred to in clause 3.1 as soon as reasonably practicable.

- 3.3 A party who has the sole benefit of a condition referred to in clause 3.1 may at any time waive such condition.
- 3.4 The parties will keep each other informed regarding progress in satisfying the conditions in clause 3.1 and will notify the other party in writing when any condition has been satisfied or waived.
- 3.5 If all of the Conditions Precedent referred to in clause 3.1 have not been satisfied or waived by the Condition Date or such later date as the parties may agree in writing, then either party may terminate this Contract upon written notice to the other party. In such event, each party will be released and discharged from all further obligations under this Contract, except for the enforcement of any right or claim which has arisen prior to such termination.

4. Performance Guarantee

GoZERO may, at its election, provide a Performance Guarantee option to the Customer, as set out in the Customer Schedule Item 9. The process and basis for the provision of Performance Guarantees by GoZERO under this Contract is set out in clauses 4.1 to 4.4 below.

4.1 General Process

- (a) After an analysis of the Customer's Power Bills and Load Profile, GoZERO will provide a Quotation, including any GoPREDICT analysis, where applicable.
- (b) After the Customer pays to GoZERO the Deposit set out in the Quotation, GoZERO will undertake a complete design of the Relevant System.
- (c) Following Installation and Commissioning of the Relevant System, GoZERO will provide the customer with a System Owner's Manual that includes amongst other things:
 - (i) detailed designs, installation diagrams, installation procedures and detailed equipment list; and
 - (ii) as applicable, an updated annual PV Estimated Yield based on the detailed design and updated demand charge savings if batteries and/or PFC equipment is installed. This then forms part of the applicable GoZERO Performance Guarantee provided to the Customer and indicated in Item 9.

4.2 PFC Performance Based Guarantee

Schedule 3 of this Contract sets out the terms of the PFC Performance Based Guarantee offered by GoZERO to the Customer (if applicable).

4.3 Generation Based Guarantee (PV Systems)

Schedule 2 of this Contract sets out the terms of the Generation Based Guarantee (PV System) offered by GoZERO to the Customer (if applicable).

4.4 **Process where no Performance Guarantee is offered**

- (a) If, in the opinion of GoZERO, the Customer has no or insufficient Load Profile available for the Customer Site, then:
 - (i) on provision of a Quotation to the Customer, GoZERO may elect not to offer a Performance Guarantee to the Customer; and
 - (ii) where this occurs, the Customer acknowledges and agrees that:
 - (A) the performance of the Products may be affected by the actions of third parties and environmental conditions including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the Products and the location of surrounding structures and flora; and
 - (B) while GoZERO may have provided information to it about the performance of Energy storage (battery) systems, PFC systems or PV systems generally (as applicable), GoZERO has not made any representation or warranty concerning the performance of the Products or the suitability of the Products for the Customer Site at which the Products will be installed.

5. Contract

- 5.1 These General Terms and Conditions set out the terms for the provision of various Products and/or Services (as applicable) to the Customer.
- 5.2 These General Terms and Conditions are to be read in conjunction with the Contract Schedules.
- 5.3 Except where otherwise expressly stated in this Contract, where there is any discrepancy or inconsistency between these General Terms and Conditions and the terms contained in a Contract Schedule to this Contract, then the terms set out in the applicable Contract Schedule shall apply to resolve the discrepancy or inconsistency.

6. Supply of Products and Services

- 6.1 GoZERO has agreed to supply the Products and/or Services requested in Item 8 of the Customer Schedule and Quotation and the Customer has agreed to purchase the Products and Services from GoZERO in accordance with the terms of this Contract.
- 6.2 GoZERO will determine whether a Performance Guarantee will be offered to the Customer in accordance with the process set out in clause 4.

GoZERO will decide, in its sole discretion, whether to offer a Performance Guarantee.

7. Warranties and acknowledgements by the Customer on provision of Products and/or Services

- 7.1 The Customer acknowledges that:
 - (a) times or dates identified by GoZERO for the provision of the Services and the delivery of the Products are estimates only and GoZERO will not be liable for any delays;
 - (b) it must ensure that GoZERO and its employees, agents and contractors have sufficient access to the Customer Site, at whatever times it or they may reasonably require, in order to install the Products selected by the Customer;
 - (c) all descriptive specifications, illustrations, drawings, data, dimensions and weights provided by GoZERO to the Customer or otherwise contained in the Quotation, fact sheets, price lists and other advertising materials of GoZERO are approximate only and have not been relied upon by it; and
 - (d) any drawings, specifications and plans identified by GoZERO as requiring the Customer's approval will be approved or commented on in writing by the Customer within five (5) Business Days after the receipt of such drawings, specifications or plans. If the Customer does not respond within that period (or such other period identified or agreed to in writing by GoZERO), the Customer will be deemed to have approved the drawings, specifications or plans, as the case may be.
- 7.2 The Customer warrants that:
 - (a) all information supplied to GoZERO in connection with the supply of Products, Services and Performance Guarantees (including, without limitation, the Load Profile and Power Bill) is true and accurate and acknowledges that GoZERO has relied on that information in supplying, where applicable: the Products and Services, the Quotation, the Performance Guarantee and any other documents prepared by GoZERO for the Customer in respect of this Contract;
 - (b) all electrical and plumbing infrastructure and installations at the Customer Site comply with all Laws;
 - (c) subject to any applicable Performance Guarantee, it has not relied upon any representation or warranty concerning the performance of the Products or the suitability of the Customer Site;
 - (d) if the Customer Systems are not compliant with all Laws, it may be required to repair or replace those parts of the Customer Systems that are non-compliant at its own cost prior to the installation of the Products and / or the provision of the Services;
 - (e) it is the Owner of the Customer Site, and has the right to enter into this Contract and

permit GoZERO to access the Customer Site to the extent and for the purposes set out in clause 24.2 of these General Terms and Conditions, and the Customer agrees to produce any evidence of such Ownership upon request by GoZERO; and

- (f) the roof is suitable for the installation and an engineering report has been obtained confirming suitability, where the PV System exceeds 30 kWp.

8. Customer Site Preparation

- 8.1 The Customer must, at its own cost, prepare the Customer Site to which Products or Services are to be provided and provide GoZERO with reasonable access to the Site and other facilities (including adequate power, telephone, facsimile, email and office space, if requested by GoZERO) to allow GoZERO to perform its obligations under this Contract.
- 8.2 If GoZERO is delayed in providing any Products or Services due to failure of the Customer to prepare the Site or provide information:
 - (a) the Customer will be liable to GoZERO for all reasonable costs and expenses incurred by GoZERO directly or indirectly as a result of such delay; and
 - (b) the time for performance of GoZERO's obligations under this Contract will be extended by the amount of any such delay.

9. Price and payment

- 9.1 The Customer agrees to pay the Price for the Products and/or Services in accordance with the timetable for payment identified by GoZERO in the Quotation (Payment Schedule) or other document provided to the Customer. If there is no Payment Schedule or other terms of payment identified by GoZERO, Customer must pay the Price as invoiced by GoZERO within 30 days from the date of issue of a valid tax invoice.
- 9.2 If the Customer fails to pay any amount due under this Contract by the relevant due date, the Customer must pay interest at the Interest Rate on that sum from the due date until the date of payment. Interest is to be calculated on a daily basis.
- 9.3 If GoZERO provides any additional products or services, GoZERO may charge the Customer for:
 - (a) the time of GoZERO employees, agents or subcontractors at GoZERO's then current professional rates for services as advised to the Customer; and
 - (b) the products provided.
- 9.4 Unless otherwise expressly stated, the Price is exclusive of GST. If GST is, or becomes, payable in respect of any supply made by GoZERO to the Customer, the payment for that supply will be increased by an amount equal to the GST payable.
- 9.5 The Customer acknowledges that GoZERO may, in its sole discretion, refuse to commence or complete any part of this Contract until the Deposit and all other monies due and owing to GoZERO by the Customer, have been paid in accordance with this Contract.

10. Rebates and incentives

- 10.1 The Customer acknowledges and agrees that:
 - (a) Environmental Products may be created (or may be capable of being created) in connection with the activities and arrangements contemplated under this Contract; and
 - (b) GoZERO will be solely entitled to the ownership and benefit of any such Environmental Products without any payment to or set-off for the benefit of the Customer (except as expressly provided for under this clause 10).
- 10.2 The Customer authorises GoZERO to apply for any Environmental Products in connection with the installation of a PV system. The Customer irrevocably authorises GoZERO to make such an application in the Customer's name and for GoZERO to receive payment of any benefit on the Customer's behalf.
- 10.3 The Customer acknowledges that GoZERO is entitled to all STCs generated in connection with the supply and installation of the Products and Services. The Customer agrees to provide GoZERO with any reasonable assistance, including signing of documentation to allow for the transfer ownership of, apply for, create, register and otherwise deal with the STCs.
- 10.4 The Customer acknowledges that a government may, at any time, make legislative changes which may affect the Customer's eligibility for, or entitlement to, any Environmental Products. GoZERO will not be liable to the Customer in the event that such legislative changes occur and the Customer releases and indemnifies GoZERO from and against any such liability whatsoever.
- 10.5 In accordance with Clause 10.3, the Customer agrees to sell any STCs created as a result of this Contract to GoZERO for the STC Price (plus GST where the Customer is registered for GST) per certificate. GoZERO may elect, by written notice to the Customer (e.g. by the Quotation), to offset the total dollar value of the STC's created (equal to the STC value stated in the Quotation) against the Price.

11. Risk and retention of title

- 11.1 Risk of any loss or damage to Products passes to the Customer on arrival at the Site and title in each item of Products remains with GoZERO until the amount owed by the Customer to GoZERO for that item of Products has been paid in full.
- 11.2 Title to and property in the Products will not pass until the Customer has paid all moneys owed to GoZERO on any account whatsoever. Payment shall not be taken to occur until all forms of money payment or cheques tendered in discharge of sums owing to GoZERO have been presented and cleared in full.
- 11.3 Should the Customer fail to make due payment for the Products, then GoZERO may, without prejudice to any other rights it may have, take steps to recover moneys and or Products. All reasonable expenses incurred in recovery will be paid by the Customer. For the purpose of recovery of the Products, the Customer irrevocably grants a licence to GoZERO to enter any place where any of the Products may be for the purpose of removing same. GoZERO will not be

liable for any repair or remediation required from the removal of the Products. Should an invoice remain unpaid, GoZERO reserves the right to charge interest at the Interest Rate (calculated on a daily basis) commencing on the due date for payment and continuing until payment in full is received by GoZERO.

11.4 This Contract creates a purchase money Security Interest in the Products and Customer must do all things reasonably required by GoZERO to register and perfect that interest. If GoZERO repossesses the Products:

- (a) GoZERO will credit an amount equal to the invoiced purchase price of the Products to Customer, less GoZERO's costs and expenses related to enforcement of its interest in the Products and any other amount owed by Customer to GoZERO;
- (b) Customer must not redeem the Products; and
- (c) GoZERO does not need to provide Customer with any notice under sections 130 or 135 of the Personal Property Securities Act 2009 (Cth).

Until Customer has paid all monies owed to GoZERO on any account whatsoever, the relationship of Customer to GoZERO will be as a fiduciary in respect of the Products and accordingly:

- (d) the Customer must store the Products in such a way that they can be recognised as the property of GoZERO;
- (e) upon resale of the Products by Customer, GoZERO shall have the right to trace the full proceeds of sale; and
- (f) the Customer must account immediately to GoZERO for such proceeds of sale and GoZERO may recover from such proceeds of sale any money then owing to GoZERO on any account whatsoever.

12. Intellectual property

- 12.1 GoZERO remains the owner of any Intellectual Property Rights created in connection with the provision of the Products and Services.
- 12.2 The Customer must not alter, remove or in any way tamper with any of the trade or other marks or numbers of GoZERO. Any software supplied by GoZERO may be used by the Customer only on the equipment configuration specified in the Quotation.
- 12.3 In respect of GoZERO's Intellectual Property Rights in or in connection with or relating to the Products and or Services nothing in the Contract transfers to the Customer any such rights whatsoever.
- 12.4 If GoZERO provides the Customer with any proprietary software, the Customer acknowledges and agrees that separate terms provided by GoZERO, will apply to the licensing and support of that software. The terms provided with any third party software or otherwise by GoZERO, will apply to the licensing and support of any third party software.
- 12.5 Upon the expiration or termination of this Contract, GoZERO retains the right to remove or to reconfigure (at GoZERO's election) any software or software

codes which form part of GoZERO's Intellectual Property Rights relating to or installed in any of the Products. GoZERO is not liable to the Customer for any modifications which may be made to the Customer's System in order to exercise this right.

13. Equipment and installation warranties

13.1 Equipment (Products) Warranty

- (a) A summary of the warranties applicable to the equipment or goods supplied will be provided to the Customer as part of the Quotation and full manufacturer's warranty brochures and system manuals will be provided on completion of the installation process.
- (b) Any warranty in relation to Products supplied to the Customer by GoZERO under the Contract is limited to the warranty given by the manufacturer of these Products and, to the maximum extent permitted by law, GoZERO gives no additional warranties in relation to any non-proprietary GoZERO Products.

13.2 Installation Warranty

- (a) GoZERO warrants that all installations will be free from Workmanship Defects or BOS Defects. Such warranty is valid for a period of 5 years from completion of the installation. The warranty is limited to GoZERO rectifying Workmanship or BOS Defects only at its own expense and in a reasonable timeframe in respect of those defects identified by the Customer notifying GoZERO within the 5-year warranty period.

13.3 Installation Transfer and Warranty Claims

- (a) The GoZERO installation warranty set out in clause 13.2 is transferable by the original purchaser of the system to any subsequent purchaser of the Customer Site at which the system is installed subject to the purchaser/transferee being acceptable to GoZERO.
- (b) If the Customer's PV System or other equipment installation fails or breaks and the Customer reasonably believes that this may be due to defective performance of the GoZERO installation services, the Customer may make a claim against GoZERO.
- (c) In order to make a claim the Customer must send a written claim by registered post or email to GoZERO at the address set out in Item 3 of the Customer Schedule.

13.4 The Customer's use of Products, other than in accordance with the manufacturer's specifications for the Products, is at the Customer's sole risk.

13.5 If the Australian Consumer Law applies to the supply of Products or Services under this Contract, the Products and Services supplied by GoZERO come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for other reasonably foreseeable loss or damage. The Customer is also entitled to have the Products repaired or replaced if the Products fail to be

of acceptable quality and the failure does not amount to a major failure.

- 13.6 The GoZERO warranty obligations do not apply if the defect arises out of any alteration to or modification that is made by the Customer or any other person without GoZERO's prior written consent.

14. Products returned for credit and cancellation

- 14.1 If a Customer cancels or suspends any accepted undelivered Products without prior written consent from GoZERO, GoZERO is entitled to charge the following cancellation fees:
- (a) a cancellation fee of 25% of the Price; or
 - (b) where Products have been manufactured and/or ordered by GoZERO for the Customer, GoZERO is entitled to liquidated damages assessed as follows:
 - (i) all cancellation costs associated with the return of Products to suppliers;
 - (ii) where manufacture of the equipment has commenced, all direct labour cost associated with work performed to date and the associated labour cost to dismantle components which are to be returned to suppliers; and
 - (iii) a charge of 50% of contract value for recovery of administration and design costs, overhead recovery and loss of profit.

15. Confidential information and publicity

- 15.1 Each party agrees that all non-public or proprietary information relating to the business, technology or affairs of the other provided or disclosed under this Contract or during the preceding negotiations is confidential.
- 15.2 Except as required by law, neither party will use or disclose such confidential information to a third party without prior written consent of the other.
- 15.3 The Customer grants GoZERO the right to photograph the installation along with energy savings details for use in publicity, marketing materials and case studies published by GoZERO.

16. Drawings and documentation

- 16.1 Customer acknowledges that any drawings, specifications and plans provided to Customer by GoZERO and any statement, description, illustration or other information in GoZERO or related entities' catalogues, websites, price lists and other advertising matter are intended merely to give a general idea of the Products and/or Services and will not, unless otherwise agreed in writing, form any part of this Contract.
- 16.2 GoZERO may, if requested by Customer and at Customer's expense, provide Customer with certified drawings.
- 16.3 Customer acknowledges that any drawings, specifications and plans provided to Customer by GoZERO remain the property of GoZERO and for part of the confidential information of GoZERO and that

Customer must not use them for any purpose other than in accordance with these terms nor disclose them to third parties.

17. Insurance

- 17.1 GoZERO agrees to maintain sufficient levels of public liability and professional indemnity insurance with respect to the products and services it provides at all times.

18. Limitation of liability and indemnity

- 18.1 To the extent that terms implied by law apply to the Products or Services, GoZERO's liability for any breach of those terms is limited to:
- (i) re-supplying the Products of remedy; or
 - (ii) repairing or replacing the Products; or
 - (iii) paying the costs of re-supply or repair of the Products.
- 18.2 Notwithstanding any other term of the Contract, GoZERO is not liable whether in contract, tort (including negligence) or otherwise for any loss of profit, consequential damage or loss of market, data, opportunity or contracts whether to people or property arising directly or indirectly pursuant to this Contract.
- 18.3 GoZERO's liability for any loss or damage arising as a consequence of a breach of this Contract is reduced proportionally to the extent the act or omission (deliberate or negligent) of the Customer or any person (other than GoZERO, its employees, agents or subcontractors) who contributed to the loss or damage incurred.
- 18.4 Where damage or loss occurs as contemplated in clause 18.3 and such damage or loss leads to any claim by a third-party, the Customer indemnifies GoZERO against any such claim.
- 18.5 GoZERO will not be liable for damage or loss that is the consequence of:
- (a) incorrect or incomplete information supplied by the Customer;
 - (b) operational cessation;
 - (c) loss of data (the Customer must ensure that back-ups are made of programs and files); and
 - (d) any use by the Customer of Products other than in accordance with the documentation provided by GoZERO.

19. Force majeure

- 19.1 If either party to this Contract cannot meet an obligation under this Contract because of a Force Majeure Event:
- (a) The obligation, other than an obligation to pay money, is suspended to the extent that it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and
 - (b) The affected party must use its best endeavours to give the other party prompt notice of the fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's

obligations are affected and the steps being taken to remove, overcome or minimise those effects.

- 19.2 A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.
- 19.3 Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.
- 19.4 If delay in the performance of this Contract due to a Force Majeure Event continues for more than 1 month, a party may terminate this Contract by written notice to the other.

20. Suspension and termination

- 20.1 If the Customer fails to pay any sum due under this Contract by the due date, GoZERO may by notice, in addition to its other rights under this Contract, suspend providing the Products, until all overdue amounts are paid.
- 20.2 A party may terminate this Contract by providing written notice to the other party in any of following events or circumstances:
- (a) if the other party is in breach of any of the terms of this Contract which is capable of remedy and fails to rectify the breach within thirty (30) days of the receipt of a notice from the first party requesting such rectification;
 - (b) if the other party is in breach of any of the terms of this Contract which is not capable of remedy;
 - (c) if the other party passes a resolution for winding up or liquidation (except for the purpose of reconstruction or amalgamation);
 - (d) if a receiver and/or manager is appointed in respect of any property or assets of the other party;
 - (e) if the other party enters into any scheme of arrangement for the benefit of creditors; or
 - (f) if any petition is presented to wind up the other party.

21. Financial advice disclaimer

- 21.1 The Customer acknowledges that GoZERO is not authorised or licenced to provide financial advice.
- 21.2 As such, the calculations or financial projections appearing in the Quotation and other correspondence with the Customer constitute an estimation only of possible savings based on the parameters of the Relevant System recommended together with an examination of the site load profile and tariff as recorded.
- 21.3 Future changes in load or Electricity usage patterns or electricity tariffs that may affect the economics of the proposed system installation have not been and cannot be considered in any analysis or Quotation.
- 21.4 The Customer is advised to seek separate financial advice regarding the financial viability of the Quotation.

22. PPSA

22.1 PPS Act terms

Unless a contrary intention appears, words or expressions used in this clause 22 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.

22.2 Further assurance

If at any time GoZERO determines that this Contract (or any of the transactions contemplated by or under it) creates a Security Interest in its favour over any personal property, GoZERO may apply for any registration, or give any notification, in connection with that Security Interest and the Customer must promptly, upon GoZERO's request, do anything (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:

- (a) provide more effective security over the relevant personal property;
- (b) ensure that any such Security Interest in favour of GoZERO:
 - (i) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
 - (ii) ranks as a first priority Security Interest;
- (c) enable GoZERO to prepare and register a financing statement or a financing change statement or give any notification in connection with that Security Interest; and
- (d) enable GoZERO to exercise any of its rights or perform any of its obligations in connection with any such Security Interest or under the PPS Act.

22.3 Costs

All costs and expenses arising as a result of actions taken by either party pursuant to this clause 22 will be for the account of GoZERO. Within 5 days of a written request, the Customer must pay to GoZERO any costs or expenses incurred or to be incurred in connection with this clause 22.

22.4 Contracting out of PPS Act enforcement provisions

If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under Contract, the Customer agrees that the following provisions of the PPS Act will not apply:

- (a) section 95 (notice of removal of accession), to the extent that it requires GoZERO to give a notice to the Customer;
- (b) section 121(4) (enforcement of Security Interests in liquid assets – notice to grantor);
- (c) section 125 (obligation to dispose of or retain collateral)
- (d) section 130 (notice of disposal), to the extent that it requires GoZERO to give a notice to Customer;

- (e) paragraph 132(3)(d) (contents of statement of account after disposal);
- (f) subsection 132(4) (statement of account if no disposal);
- (g) section 142 (redemption of collateral); and
- (h) section 143 (reinstatement of security agreement).

22.5 Notices under PPS Act

GoZERO does not need to give the Customer any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

22.6 Confidentiality

Notwithstanding what is provided for in clause 15, neither party will disclose to a person or entity that is not a party to the Contract information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

23. Goods and Services Tax (GST)

23.1 Preliminary

Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning given to them in that Act.

23.2 GST exclusive

Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

23.3 Liability to pay GST

If a party makes a taxable supply under this Contract (**Supplier**), then the recipient of the taxable supply (**Recipient**) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.

23.4 Tax invoice

Notwithstanding the foregoing, the Recipient is not obliged under this Contract to pay the amount of any GST payable until the Supplier provides it with a valid tax invoice for the taxable supply.

23.5 Adjustment event

If an adjustment event arises in relation to a taxable supply made by a Supplier under this Contract, the amount paid or payable by the Recipient pursuant to clause 23.3 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

23.6 Reimbursement of expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any

input tax credit to which the other party is entitled in respect of the expense or liability.

23.7 Non merger

This clause does not merge on completion and will continue to apply after expiration or termination of this Contract.

24. Access and right of entry

24.1 GoZERO may use any competent and qualified director, representative, associate, officer, employee, agent or subcontractor (Authorised Persons) to provide the Products or Services.

24.2 The Customer grants to each Authorised Person, a licence to enter the Customer Site for the purposes of:

- (a) installing the Products;
- (b) inspecting the Products;
- (c) conducting repairs or maintenance to the Products;
- (d) removing the Products; and
- (e) any other activities ancillary to, or necessary to facilitate, the removal of the Products or any equipment associated with the Products upon termination of this Contract.

24.3 The Customer will provide each Authorised Person with access to water, electricity, toilet and washing facilities.

24.4 The Customer will ensure that all other third party consents necessary for the Authorised Persons to access the Customer Site as described in this clause are obtained prior to access being required.

25. Notices

25.1 Any notice or other notification required to be given under this Contract must be in writing and will be deemed duly served by:

- (a) giving it to the party personally;
- (b) leaving it at the party's address shown in the Contract;
- (c) sending it by registered post to the party's address shown on this Contract; or
- (d) sending by email to either party's email address.

25.2 GoZERO will comply with all relevant privacy legislation in relation to the Customer's personal information. Information collected by GoZERO from the Customer may be used and accessed in accordance with GoZERO's privacy policy which is available on www.gozero.energy/privacypolicy

25.3 Without limiting clause 25.2, the Customer acknowledges and agrees that GoZERO may exchange information about its credit arrangements, credit worthiness, credit standing, credit history and/or credit capacity with other credit providers. If the Customer is a company or a trust, the aforementioned also refers to any directors of the company or trustees of the trust.

26. Dispute resolution

26.1 If either party has a complaint or dispute under or in respect of the subject matter of this Contract, the

relevant party may, within 5 Business Days of the complaint or dispute arising, give written notice to the other party (Dispute Notice). A Dispute Notice must be signed by that party or the party's authorised representative.

- 26.2 Within 5 Business Days of receipt by a party of a Dispute Notice (or such further period as agreed in writing by the parties), the parties must meet in a bona fide attempt to resolve the claim or dispute.
- 26.3 If the dispute or complaint is not resolved within 10 Business Days of receipt by the other party of the Dispute Notice (or such further period as agreed in writing by the parties) the dispute or complaint must be referred to the chief executive officer of each party, or any person with authority to bind that party, who must meet in a bona fide attempt to resolve the dispute or complaint.
- 26.4 Each party must continue to perform their obligations under this Contract notwithstanding the conduct of any process under this clause 26.
- 26.5 In the event that the parties cannot reach an agreement to resolve the dispute within 20 Business Days of the date of the Dispute Notice, it can be referred to an independent mediator.
- 26.6 This clause 26 does not limit the rights of the Customer (if any) to refer the complaint or dispute to an applicable ombudsman having jurisdiction in the State.

27. General

27.1 Governing Law

- (a) This Contract is governed by and is to be construed under the laws in force in the State.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State and courts of appeal from them in respect of any proceedings arising out of or in connection with this Contract. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

27.2 Assignment

- (a) GoZERO may assign or otherwise deal with any or all of its rights under this Contract without the consent of the Customer.
- (b) The Customer may not assign or otherwise deal with any of its rights under this Contract, without the prior written consent of GoZERO. GoZERO may withhold its consent in its absolute discretion.

27.3 Variations

- (a) The Customer may request variations to this Contract in writing.
- (b) GoZERO will have no obligation to accept such variations. If the parties agree to a variation they will both execute a document that specifies the agreed variations to GoZERO's obligations and any changes to the Price, the Products and the Payment Schedule.

27.4 Entire Agreement

The Contract sets out the entire agreement between the Customer and GoZERO and supersedes any representations or promises made by GoZERO, its employees or agents whether prior to or after the commencement date of the Contract.

27.5 Severance

If any term or part of a term of this Contract is illegal or unenforceable it may be severed and the remaining terms will continue in force.

28. Definitions and interpretation

28.1 Definitions

In this Contract, defined terms have the meaning given to them in Schedule 6 of this Contract.

28.2 Interpretation

In this Contract unless a contrary intention is expressed, the principles set out in Schedule 6 to this Contract apply to its interpretation.

Schedule 6 - Definitions and Interpretation

1. Definitions

In this Contract, defined terms have the meaning given to them in Schedule 6 of this Contract.

Access Licence means the licence granted by the Customer to GoZERO in Power Purchase Terms and Conditions for GoZERO, including the Installer, to enter upon and cross the Customer Site to install, operate, maintain, repair and remove the Relevant System, and to interconnect the Relevant System with DNSP and to provide water, electric and other services to the Relevant System.

Agreed PV System Value or ASV means the price that would be paid for the installed PV System in an arm's length, free market transaction, in cash, between an informed willing buyer and an informed willing seller, neither of whom is under compulsion to complete the transaction. This price is agreed in this Agreement as stated in Purchase Offer Amount Schedule.

AEMO means the Australian Energy Market Operator.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time.

Applicable Law means any law, regulation or guideline issued by an Australian State or Territory Government or the Australian Federal Government, including but not limited to, the *Electricity Act 1996* (SA), the *Electricity (General) Regulations 2012* (SA), the *Essential Services Commission Act 2002* (SA), the *National Energy Retail Law (South Australia) Act 2011* (SA), the *National Energy Retail Regulations*, the *National Energy Retail Rules*, the *Corporations Act 2001* (Cth), the *Competition and Consumer Act 2010* (Cth), the *Renewable Energy (Electricity) Act 2000*, *Renewable Energy (Electricity) Regulations 2001* and the *Personal Property Securities Act 2009* (Cth).

BOS stands for "balance of system" and means the solar panel array mounting frame, isolators and electrical wiring or cabling of the installed system.

BOS Defect means any Defect (including in respect of design, materials or method of manufacture) with any part of the Installed System, other than:

- (a) a Workmanship Defect;
- (b) Defects caused or contributed by the Customer or its representatives; or
- (c) Defects caused or contributed by a third party including the end customer.

Business Day means a day on which banks are open for business in Brisbane excluding a Saturday, Sunday or public holiday in that city.

Commissioned means following required testing (if any) under the Connection Agreement, the Relevant System will be commissioned and connected to the Customer System (if applicable) and the DNSP's distribution network.

Connection Agreement means the executed offer to connect to the network made by the DNSP to GoZERO and or the Customer.

Change in Law means that after the date of this PPA, an Applicable Law is amended, modified, nullified, suspended, repealed, changed or affected in any material respect by any Applicable Law, but does not include changes in federal or state income tax laws.

Condition Date means the date specified as such in Item 6 of the Customer Schedule.

Conditions Precedent means the conditions precedent set out and described in Item 7 of the Customer Schedule.

Connection Date means the date when the PV System is turned on and generating Electricity or commissioned by the System Installer.

Contract means this Energy Solutions Contract and each applicable Schedule to it.

Contract Schedule means any of the following (as applicable):

- (a) Power Purchase Agreement (PPA) Terms and Conditions in Schedule 1;
- (b) Generation Based Guarantee (PV System) in Schedule 2;
- (c) PFC Performance Based Guarantee in Schedule 3;
- (d) Irrevocable Authority and Consent in Schedule 4;
- (e) Standard Installations Conditions in Schedule 5; and
- (f) Definitions and Interpretation in Schedule 6.

Curtail means reduce or eliminate, and "Curtailment" has a corresponding meaning.

Curtailed Supply is expressed in kW and means the capacity made available to the Customer 30 seconds after the commencement of a curtailment in supply.

Curtailment Duration means the period (expressed in hours and fractions of an hour) from the commencement of a *Curtailment* of supply of *Electricity* until the time that GoZERO notifies the Customer that the requested level of Electricity is available.

Customer refers to the person, company or entity listed in Item 2 of the Customer Schedule to whom GoZERO has agreed to supply the Products and Services, or any person acting by the Customer's authority and on the Customer's behalf.

Customer Site means the physical location or property where the Products are to be installed, as described in Item 4 of the Customer Schedule.

Customer Schedule means the customer schedule at the front of this Contract and included in the Quotation.

Customer System systems installed at, or integrated within, the Customer Site, but does not include the

Products supplied and installed pursuant to this Contract.

Defect means an error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or other discrepancy.

Delivery Point as that term is referred to in clause 2.5(a) of the PPA Terms and Conditions and specified in Item 15 of the PPA Customer Schedule, means the point at which GoZERO supplies Electricity to the Customer under the PPA Terms and Conditions, being the point at which the Electricity is measured by a Meter.

Demand means the rate at which Electricity load (in kVa) is made available to the Customer at the relevant connection point at the Customer Site, at a particular point in time or averaged over a designated period of time, as measured by a Demand Meter.

Demand Charge means the charges payable by the Customer to a Retailer for its Demand at the Customer Site, measured in kVa.

Demand Meter means a Meter installed at the Customer Site to measure Demand.

Demand Response program means an intentional, voluntary modification of consumption patterns of Electricity which has the effect of altering the timing, level of instantaneous Demand, or the total Electricity consumption of the Customer. A Demand Response program may involve (but is not limited to) a reduction in Electricity use at times of high wholesale market prices or when system reliability is jeopardised.

Deposit means the deposit set out in Item 12 of the Customer Schedule.

Detailed Design Report means the detailed design of the proposed system installation developed by GoZERO for the Customer Site including drawings, detailed equipment listing, installation procedure, updated detailed performance estimates and updated pricing.

Distribution Network Service Provider (or DNSP) is the entity authorized and or required by Applicable Law to provide electricity distribution services to the Customer at the Customer Site.

Electricity means electrical energy generated by the PV System and/or supplied to the Customer Site by a Retailer via a DNSP (as applicable).

Purchase Offer Amount is the amount payable for the purchase of the PV System at the election of the Customer by written notice to GoZERO. This amount is stated in the PPA Purchase Offer Amount Schedule.

Environmental Products means any product, right, offset, credit, rebate, permit, incentive or similar which may be created from the production or sale of electricity, which has the aim of reducing, avoiding or offsetting carbon emissions, whether existing under a statutory or voluntary scheme and whether tradeable or not, and (for clarity) includes but is not limited to STC's and LGC's.

Estimated Yield as that term is used in Schedule 2 to this Contract, means the Customer Site and solar PV system specific estimated yield in kilowatt-hours (kWh) per day averaged over each Month.

Estimation Methodology means the methodology to be applied by GoZERO in applying Clause 2.1(b)(ii) of

the PPA Terms and Conditions to determine the **Gross Actual Performance Amount (GAPA)**.

GoZERO will apply the following methodology:

(a) GoZERO will calculate the period that the Zero Export Control was active (over the relevant 12-month period) in order to comply with DNSP requirements and not export Electricity to the NEM or grid and estimate the lost kWh of production by comparing this to the GoPREDICT standard PV output for the PV System for the same period. The Customer and GoZERO acknowledge and agree that this reading will provide a measurement within a +/- 10% tolerance range. The GAPA is then calculated by adding the lost kWh to the actual measured kWh of the PV System.

(b) GoZERO will compare the reading in (a) to the **Gross Estimated Performance Amount (GEPA)** for the same 12-month period. The Customer and GoZERO acknowledge and agree that this comparison will be accurate within a +/- 5% tolerance range.

(c) Where GAPA is less than GEPA, then there is a relative underperformance of the PV System and GoZERO will apply the following **Performance Rebate Formula** to compensate the Customer for underperformance:

Rebate in AUD to Customer is equal to

$(1 - (GAPA / GEPA)) \times [\text{Minimum Purchase Amount}]$

Financing Party means a lender or any other provider of Finance.

Finance or Financing means any debt or equity finance, provided directly or indirectly by a Financing Party to GoZERO, its associated parties, or any trust for which GoZERO is trustee, in connection with the installation and ownership of a Relevant System (as applicable).

Force Majeure Event means an event or circumstance which is not within the reasonable control of a party and which by the exercise of reasonable due diligence that party is not reasonably able to prevent or overcome, including but not limited to the following:

- (a) acts of God including earthquakes, droughts, floods, washouts, landslides, unusual weather conditions, lightning, storms and the elements;
- (b) strikes, lockouts, bans or other difficulties;
- (c) acts of the enemy, wars, blockades or insurrections, riots or civil disturbances, arrests and restraint of rulers and peoples, malicious damages or sabotage;
- (d) fire or explosion;
- (e) epidemic or quarantine;
- (f) order or decision of any court or tribunal or the order, act or omission or failure to act of any government or competent authority having jurisdiction, failure to obtain, denial, refusal to grant or unrequested amendment or modification of any necessary government consent or approval;
- (g) mechanical or electrical breakdown, damage or failure of equipment which is unusual in nature and uncertain in timing and which has been maintained and operated in accordance

with generally accepted industry standards and practices applicable to the affected party and its business; or

- (h) unavailability or reduction in capacity of any electrical generating or storage or PFC facilities or equipment as a consequence of damage to such facilities or equipment from or arising as a consequence of:
- (i) the operation or maintenance of any facilities or equipment; or
 - (ii) the carrying out of any activities, at the site upon which the facilities and equipment are located by a third party owner of the relevant site, its employees, contractors, agents and invitees.

Generation Based Guarantee (PV System) means the Generation Based Guarantee referred to in clause 4.3 of the General Terms and Conditions and described in Schedule 2 to this Contract.

GoZERO or GoZERO Energy means the Australian incorporated company GoZERO Energy Pty Ltd ACN 160 918 463.

GoZERO Energy Management system or GEM means the GoZERO energy monitoring and control system and sometimes referred to as "GEM".

GoPREDICT means the proprietary engineering software developed by GoZERO and used to engineer a Relevant System for Customers and perform predicative analysis.

Indemnified Parties means the person who asserts a right to indemnification under this Contract.

Indemnifying Party means the person who has the indemnification obligation under this Contract to the Indemnified Party.

Interconnection means the physical electrical connection between the Customer Site and the DNSP's network.

Installation means the installation of a Relevant System at the Customer Site in accordance with the Standard Installation Conditions Schedule.

Interest Rate means the rate of two (2) percent per month.

Intellectual Property Rights means any and all intellectual property rights, whether existing now or in the future and whether registered or unregistered, anywhere in the world, and the subject matter of any such rights, including:

- (a) patents, copyrights, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, confidential information, inventions, plant breeder's rights and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a)

kVA is a unit of apparent power which is an electrical power unit, and means kilo-volt ampere. A volt is electrical potential. An amp is electrical current. 1 kilo-volt-ampere is equal to 1000 volt-ampere.

kW means kilowatt and is equal to one thousand (10³) watts.

kWh means a unit of energy equivalent to one kilowatt (1kW) of power expended for one hour.

Land Titles Office means the Registrar of Titles and Registrar of Water Allocations of Queensland.

Large Scale Generation Certificate or LGC means a certificate created under Subdivision A of Division 4 of Part 2 of the *Renewable Energy (Electricity) Act 2000* (Cth). These certificates relate to the generation of electricity by Accredited Power Stations.

Load Profile means the interval data from the NMI approved electricity meter for the Customer Site, usually for a recent period of 12 months minimum, provided to GoZERO by the Customer's electricity retailer or DNSP with the approval of the Customer, to undertake an analysis to create the Quotation.

Losses means any and all losses, liabilities, claims, demands, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including legal fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

Meter means an AEMO approved device capable of measuring the solar generation by the PV System under NEM standard metering as mentioned in the National Electricity Rules.

Month means a calendar month.

National Electricity Rules means the National Electricity Rules, as in force from time to time, made under the National Electricity Law set out in the Schedule to the *National Electricity (South Australia) Act 1996* of South Australia.

Network means the relevant electricity distribution network to which the Customer Site is connected.

NEM or National Electricity Market means the interconnected electricity grids in the participating jurisdictions of the National Electricity Rules.

NMI means a National Meter Identifier, being a 10-digit number used to obtain information from the Retailer or DNSP as set out and described for the Customer Site in Item 4 of the Customer Schedule.

Notice of Claim means written notice of a claim under this agreement in electronic or paper form.

Outage Event has the meaning ascribed to that term in clause 4.4 of the PPA Terms and Conditions.

Owner or Ownership in the context of the Customer Site means registered ownership in freehold by the Customer of the land and facilities at which the Customer Site is situated, and includes where the Customer has a registered lease of such land and/or facilities.

Payment Schedule means the payment schedule set out in the Quotation prepared by GoZERO for the Customer.

Performance Guarantee means either a Generation Based Guarantee (PV System) or a PFC Performance Based Guarantee or both (as applicable).

Permitted Outage has the meaning ascribed to that term in clause 4.1 of these PPA Terms and Conditions.

Planned Outage has the meaning ascribed to that term in clause 4.2 of these PPA Terms and Conditions.

PFC means power factor correction.

PFC Performance Based Guarantee means the PFC Performance Based Guarantee referred to in clause 4.2 of the General Terms and Conditions and described in Schedule 3 to this Contract.

Power Bill means a recent electricity bill from the Customer's Retailer, provided to GoZERO to undertake an analysis for creation of the Quotation.

Price has the meaning given to that term in Item 13 of the Customer Schedule.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

Products means the products to be supplied under this Contract, as set out and described in Item 8 of the Customer Schedule and the Quotation provided to the Customer, and includes the equipment, materials, network connection application, and installation supplied to the Customer by GoZERO in respect of this Contract. Products do not include applications or services associated with planning or heritage approvals. Products also do not include provision of network electricity meter or electricity meter board upgrade unless otherwise specified in the Quotation.

PV means photovoltaic.

PV System means an integrated system for the generation of Electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on the Customer Site.

PV System Expansion means the expansion of the PV System capacity either on the Customer Site or within the Customer Site.

Quotation means the Quotation developed by GoZERO for the Customer based on the Customer's Power Bill and/or Load Profile that includes initial performance estimates and initial pricing estimates and Electricity usage/time of use estimates.

Rate means the charges per kilowatt hour of electricity set out in PPA Rates & Term Schedule.

Relevant System means either a Solar PV System, an Energy Storage System, a Power Factor Correction unit or a GoZERO Energy Management system installed either together as one system or individually.

Relocation Event means the relocation of a Relevant System, starting at the shutdown of the Relevant System pursuant to such relocation, and ending at the commercial operation of the System when such relocated Relevant System is reinstalled at a new location, as determined by GoZERO in its reasonable discretion.

Renewable Energy Certificate or REC means a large-scale generation certificate or a small-scale technology certificate as defined in the *Renewable Energy (Electricity) Act 2000* (Cth) created by the PV System.

Retailer means a licensed electricity retailer which is the financially responsible electricity retailer for the Customer Site.

RPEQ means a Registered Professional Engineer of Queensland.

Security Interest means any security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements); and thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset; and includes any agreement to create any of them or allow them to exist.

Services means the services supplied by GoZERO to the Customer in connection with the Contract, as set out and described in Item 8 of the Customer Schedule.

Small Generation Unit means a device that generates electricity that is specified by the Renewable Energy (Electricity) Regulations 2001 to be a small generation unit. A device whose energy source is solar (photovoltaic) is a small generation unit if it has a kW rating of no more than 100 kW and it generates no more than 250 MWh of electricity each year.

Small-scale Technology Certificate or STC means a certificate created under Subdivision B or BA of Division 4 of Part 2 or under section 30P of the Renewable Energy (Electricity) Act 2000 (Cth).

State means the State so described in Item 11 of the Customer Schedule.

STC Discount means the discount available as a result of the assignment of ownership rights by the Customer to GoZERO of any STC's created by operation of the Renewable Energy (Electricity) Act 2000 (Cth) on installation of an eligible renewable energy system by GoZERO under the Contract.

STC Price means the price payable by GoZERO to the Customer for STC's under clause 10 of these General Terms and Conditions, if applicable, and being the dollar amount per STC specified in Item 13 of the Customer Schedule.

System Installer means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation of the Relevant System (and where applicable, pursuant to a Contract to purchase, install and commission the Relevant System).

Workmanship Defect means a Defect with any part of the installed system or equipment that was caused by GoZERO's installation partner when performing the installation.

Zero Export Control means a device to control and limit the production of electricity of a renewable energy system so as to limit the amount of electricity exported to the grid.

2. Interpretation

In this Contract unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 2 of Schedule 6 implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a provision of this agreement may not be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or the preparation or proposal of that provision;
- (k) a reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (l) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (m) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

3. Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.