

VPP products for DEBS customers

- 1.1 *The terms and conditions in this VPP Agreement are to be read together with, and incorporate, the Relevant DER Contract, and where the Relevant DER Contract is not the DEBS Contract, any terms of the DEBS Contract that are referred to in this VPP Agreement.*
- 1.2 *Unless otherwise specified in this VPP Agreement, terms defined in the DEBS Contract and, to the extent the Relevant DER Contract is not the DEBS Contract, the Relevant DER Contract, have the same meaning in this VPP Agreement.*
- 1.3 *Where the Relevant DER Contract is the DEBS Contract, all of the provisions of the DEBS Contract are incorporated by reference into this VPP Agreement*
- 1.4 *Where the Relevant DER Contract is not the DEBS Contract, the following provisions of the DEBS Contract are incorporated by reference, amended as specified in this clause and clause 1.5:*
 - (a) *The definitions in clause 1, to the extent those definitions are used in this VPP Agreement or are referred to in, or used by, a provision incorporated by reference into the VPP Agreement;*
 - (b) *clauses 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the DEBS Contract, but only to the extent the subject matter of these clauses are not otherwise inconsistent or conflicting with a provision of the Relevant DER Contract.*
- 1.5 *Where the Relevant DER Contract is not the DEBS Contract, any provision incorporated by reference into this VPP Agreement under clause 1.4 is deemed to be amended to the extent necessary to ensure the following outcomes occur:*
 - (a) *Synergy has no payment obligations to the customer under this VPP Agreement for any electricity exported by the customer's system, other than as set out in clause 5 of this VPP Agreement*
 - (b) *unless otherwise provided for in clause 0 of this VPP Agreement or in the VPP Product Details, the customer must not export energy from the system in excess of any limits set out in the Relevant DER Contract;*
- 1.6 *The terms and conditions in this VPP Agreement govern the provision of services by the customer to Synergy.*
- 1.7 *Synergy will, from time to time, publish VPP Product Details.*
- 1.8 *A customer may apply in writing to Synergy to provide VPP Product by nominating the VPP Product Details to apply and agreeing to be bound by the terms and conditions in this VPP Agreement.*
- 1.9 *Synergy may notify the customer that it accepts the customer's application, in which case the customer must provide the services to Synergy in accordance with the terms and conditions of this VPP Agreement and the applicable VPP Product Details ('together the VPP Product'), from the date specified by Synergy in the notice (VPP Start Date) to the VPP End Date.*
- 1.10 *Synergy may accept multiple applications from a customer under clause Schedule 11.8 so that the customer may be providing more than one VPP Product to Synergy.*
- 1.11 *To the extent that any of the terms in this VPP Agreement conflict with any of the terms in the Relevant DER Contract, and to the extent the Relevant DER Contract is not the DEBS Contract, the Relevant DER Contract, the following order of priority applies:*
 - (a) *the VPP Product Details provided that, if the customer has opted into providing multiple VPP Products to Synergy, the matters and terms that take precedence are:*
 - (1) *if an order of precedence is set out in the VPP Product Details, those Details; and*

- (2) if the VPP Product Details do not specify the order of precedence, the VPP Product Details that impose the more stringent standard take precedence;
- (b) *the definition of system in clause Schedule 11.12 of this VPP Agreement;*
- (c) *the Relevant DER Contract*
- (d) *clauses 1, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the DEBS Contract (to the extent these clauses have been incorporated into this VPP Agreement in accordance with clause 0); and*
- (e) *the remainder of this VPP Agreement;*

Defined Terms

1.12 *For the purposes of this VPP Agreement, the definition of 'system' is expanded from the definition of system in the DEBS Contract and, if relevant, the Relevant DER Contract, to also include:*

- (a) *any other batteries or inverters located at the premises that are electrically connected, or ordinarily electrically connected, to Western Power's network;*
- (b) *to the extent any of the following exist at the premises:*
 - (1) other household energy assets connected through the same inverter or separate inverters; and
 - (2) a gateway device for managing the other assets referred to in clause Schedule 11.12Schedule 11.12(b)Schedule 11.12(b)(1); and
- (c) *all hardware and software required to comply with this VPP Agreement or provide the VPP Product.*

1.13 *When used in this VPP Agreement or the VPP Product Details these terms mean the following:*

- (a) *'Activation Standby Window' is the period prior to the expected start of an Activation Event or a Test Event (as determined by Synergy acting reasonably) during which Synergy remotely controls the system such that it holds the charge of, or charges, participating batteries in the system in preparation for an Activation Event, which for most systems is generally approximately 2 hours;*
- (b) *'Activation Credit' is the amount determined in accordance with clause Schedule 11.29;*
- (c) *'Activation Credit Rate' is equal to the rate set out in the applicable VPP Product Details;*
- (d) *'Activation Event' means any instance where Synergy exercises the Synergy Rights to remotely operate the system in accordance with the terms and conditions of the applicable VPP Product, but does not include any exercise of those rights:*
 - (1) during the Activation Standby Window,
 - (2) during a Test Event
 - (3) to enforce compliance with requirement of this VPP Agreement, the DER Functionality Requirements or any VPP Product Details; or
 - (4) during any other circumstance specified in the VPP Product Details.
- (e) *'Activation Events Cap' is the maximum number of instances per 12 month period or part thereof during the VPP Term that Synergy is entitled to call upon the system to provide Activation Events, as set out in the applicable VPP Product Details and, where no maximum number is specified, is 30 Activation Events or such other maximum number as agreed, in writing in advance, by the parties;*

- (f) *'DEBS Contract' means 'contract' as that term is defined in the Distributed Energy Buyback Scheme Terms and Conditions for Purchase of Distributed Energy – Electricity Industry (Licence Conditions) Regulations 2005 and, where the DEBS Contract is the Relevant DER Contract, also includes the application form incorporating those terms and conditions, which has been completed and signed by the customer and approved by Synergy*
- (g) *'DER Functional Requirements' means the document called 'Synergy Distributed Energy Resources Functionality Requirements' published by Synergy from time to time on its website at [\[www.synergy.net.au/-/media/Documents/DER/Synergy-DER-functionality-requirements\]](http://www.synergy.net.au/-/media/Documents/DER/Synergy-DER-functionality-requirements), or any document that Synergy determines (at its discretion), and notifies the customer, replaces or amends that document;.*
- (h) *'Eligible Tariff' means, the tariffs specified (if any) as an 'Eligible Tariff' in the applicable VPP Product Details;*
- (i) *'Energy Offset Credit' has the meaning given in clause Schedule 11.30;*
- (j) *'Initial Period' means the period specified in the VPP Product Details, commencing from the VPP Start Date and if no period is specified in the VPP Product Details, 2 years.*
- (k) *Relevant DER Contract means either of the following contracts between Synergy and the customer:*
 - (1) a DEBS Contract; or
 - (2) any other contract between Synergy and the customer the subject matter of which governs, potentially amongst other matters, the connection of a system to Western Power's network.
- (l) *'Maximum Activation Event Duration' is the maximum period of time Synergy expects to exercise the Synergy Rights during an Activation Event and is specified in the applicable VPP Product Details or where no such period is specified, is equal to a 4 hour contiguous period per Activation Event;*
- (m) *'Synergy Rights' means Synergy's rights and powers set out in clause 3.1;*
- (n) *'Test Event' means any test of the system that Synergy reasonably requires to enable Synergy to ensure that the system or any Synergy or third party system, or any of them, is working to Synergy's reasonable satisfaction provided that where any of the system, or any Synergy or third party system, does not comply with the DER Functionality Requirements, it is reasonable for Synergy to not be so satisfied.*
- (o) *'VPP End Date' has the meaning given in clause Schedule 11.14;*
- (p) *'VPP Eligibility Criteria' means the following criteria and standards:*
 - (1) the system complies with the *DER Functional Requirements* unless otherwise specified in the *VPP Product Details*;
 - (2) the capacity of the components of the system meets the requirements set out in any applicable *VPP Product Details*.
 - (3) the system consists of:
 - a. components, assets and technologies that are listed on the 'supported solutions list' (as defined in the *DER Functionality Requirements*);
 - b. a household energy asset system, which must include the following components connected and functioning together:

- i. one or more batteries;
 - ii. one or more inverters; and
 - iii. an export monitoring device; and
 - c. a remote communication system, which includes a communications device that can communicate with a remote system (such as a cloud platform or a server) through an internet connection. The communications system may be built into the household energy asset system or built into an external device (such as a gateway device); and
 - d. any other assets, equipment or technologies that are specified in, or required under, the applicable *VPP Product Details*;
- (4) the *customer* is and remains during the *VPP Term* a customer in respect of the *premises*; and
 - (5) if an *Eligible Tariff in respect of the premises is specified in the applicable VPP Product Details*, the customer must be and remain on that tariff during the *VPP Term* the *customer* allows, during the *VPP Term*, inspections of the *system* if and when required by Synergy, acting reasonably;
 - (6) during the *VPP Term* there is no life support equipment or service required at the *premises*;
 - (7) during the *VPP Term* the *customer* does not participate in, or provide, a service using the *system* (to Synergy or any third party) that Synergy determines, in its absolute discretion, conflicts with the *customer's* obligations, or Synergy's rights, under this VPP Agreement and any applicable *VPP Product Details*; and
 - (8) during the *VPP Term* the *customer* allows and consents to Synergy exercising the *Synergy Rights*; and
 - (9) during the *VPP Term* the *system* is capable of, and the *customer* maintains the *system*, including keeping a reliable internet connection available at the *premises* as required by the *DER Functionality Requirements*, (at its cost) such that it is capable of, enabling Synergy to exercise the *Synergy Rights*; and
 - (10) the *system* has been commissioned to Synergy's reasonable satisfaction and has been registered with Synergy in accordance with the requirements set out in the *DER Functionality Requirements*; and
 - (11) any other requirement specified in the *VPP Product Details* as being *VPP Eligibility Criteria*.
- (q) '*VPP Product Limits*' means, for each *VPP Product*, any limits on Synergy's right to exercise the *Synergy Rights* set out in the *VPP Product Details*;
 - (r) '*VPP Product*' has the meaning given in clause Schedule 11.9;
 - (s) '*VPP Product Details*' means the details and requirements of specific services that may be provided to Synergy;
 - (t) '*VPP Start Date*' means the date notified by Synergy to the customer under clause Schedule 11.9.
 - (u) '*VPP Term*' means the term of this VPP Agreement between Synergy and the customer commencing on the *VPP Start Date* and ending on the *VPP End Date*.

1.14 The VPP End Date is the earlier of:

- (a) the date Synergy notifies the customer that Synergy considers, acting reasonably:
 - (1) the customer no longer meets the VPP Eligibility Criteria;
 - (2) the customer has breached its obligations under this VPP Agreement;
 - (3) there has been a change in government policy, operational requirements or network services has occurred which results in Synergy no longer requiring, or being able to exercise, the Synergy Rights; or either party not being able to comply with its obligations under this VPP Agreement; and
 - (4) the customer has entered into a new agreement with Synergy that governs the provision or the purchase of services related to the system; or
- (b) where either party notifies the other that it no longer wishes to be bound by the terms in this VPP Agreement, from the date specified in the notice, provided that:
 - (1) neither party may notify the other of a date under this clause that occurs during the Initial Period; and
 - (2) the specified date must be at least [20] business days after the date the notice is provided to the other party; and
- (c) the VPP Product, including this VPP Agreement otherwise discontinues or terminates.

For the avoidance of doubt, termination of this VPP Agreement will not terminate the parties' rights or obligations under the Existing DER Contract, which will continue following termination of this VPP Agreement.

Synergy Rights

1.15 Synergy may, subject to clause Schedule 11.16, do any or all of the following, in its absolute discretion:

- (a) remotely connect to the system on an ongoing basis;
- (b) subject to the VPP Product Limits, remotely operate the system, including during Test Events, Activation Standby Windows, Activation Events, or to enforce compliance with requirement of this VPP Agreement, the DER Functionality Requirements or any VPP Product Details, which may include:
 - (1) charging storage components within the system;
 - (2) discharging storage components within the system;
 - (3) holding stored energy in the system;
 - (4) manage active power generation,
 - (5) manage export limits,provided that, during any Activation Standby Window, Synergy may only remotely control the system such that it holds the charge of, or charges, participating batteries in the system in preparation for an Activation Event:
- (c) adjusting the system settings;
- (d) monitoring performance of the system;

- (e) receiving and using monitoring data and other updates (e.g. system capabilities, settings and status updates) from the system;
- (f) utilising advanced software and internet connectivity to exercise these rights; and
- (g) for each VPP Product, any other rights specified as a 'Synergy Right' in the applicable VPP Product Details,

collectively referred to in this VPP Agreement as the 'Synergy Rights'.

- 1.16 Synergy must for all VPP Products, exercise the Synergy Rights in accordance with the VPP Product Limits specified in the VPP Product Details, including any Maximum Activation Event Duration and Activation Events Cap.
- 1.17 Clauses 3.1 Schedule 11.15(a), (b)(4), (b)(5), Schedule 11.15(e) and Schedule 11.15(f) survive following the VPP End Date and the customer agrees that Synergy may continue to exercise Synergy Rights following the VPP End Date until any one of the following occur:
 - (a) Synergy and the customer enter a new contact under which Synergy has rights that Synergy, acting reasonably, considers are substantially similar to the rights in clauses 3.1 Schedule 11.15(a), Schedule 11.15(e) and Schedule 11.15(f);
 - (b) the connection point associated with the premises ceases to be on Synergy's ETAC; or
 - (c) there is no longer a system installed at the premises.
- 1.18 Subject to clause Schedule 11.19, Synergy may discontinue this VPP Agreement if it considers, acting reasonably, that the customer, system or premises (as the case may be) has failed to meet the VPP Eligibility Criteria.
- 1.19 Where Synergy considers the customer has failed to comply with the availability requirements in the DER Functionality Requirements, Synergy must:
 - (a) prior to discontinuing this VPP Agreement, notify the customer of its failure to comply; and
 - (b) Synergy may only exercise its right to discontinue this VPP Agreement in accordance with clause Schedule 11.18 where, following Synergy notifying the customer in accordance with clause Schedule 11.19 Schedule 11.19(a), the customer continues for a further period, determined by Synergy acting reasonably, to fail to comply with the availability requirements in the DER Functionality Requirements.
- 1.20 The customer acknowledges and agrees that Synergy may exercise the Synergy Rights at its absolute discretion and this includes Synergy being entitled to remotely operate the customer's system based on the location of the premises and this may result in the customer experiencing more Activation Events than other customers in different locations.

Customer Rights and Obligations

- 1.21 The customer must:
 - (a) ensure the system meets the VPP Eligibility Criteria;
 - (b) promptly notify Synergy if it ceases to meet the VPP Eligibility Criteria.
- 1.22 The customer may use the system, including the electricity stored in and generated by the system, except where otherwise required for the purposes of Synergy's exercise of the Synergy Rights.
- 1.23 The customer may discontinue this VPP Agreement if it ceases to meet the VPP Eligibility Criteria in subclause (6) of the definition of VPP Eligibility Criteria, provided that the customer must notify Synergy of the reason for the discontinuance and the date from which the discontinuance will take effect.

- 1.24 Without limiting the customer's obligations under clauses 6.1, 7.1 and, if relevant, 17 of the DEBS Contract in any way, customers that install a system on or after 1 July 2025, or replace or upgrade any component of their system after that date, must ensure the entire system and its installation and operation complies with the functionality requirements set out in Synergy's DER Functionality Requirements, which as at 1 July 2025 are specified in clause 9 of the DER Functionality Requirements.
- 1.25 Clause 1.24 does not apply if the only changes to the system are due to one or both of the following:
- (a) repairs or replacement under warranty with a like for like replacement; or
 - (b) relocation within the same electrical installation at the premises.

Synergy Obligations

- 1.26 For each Activation Event, Synergy must pay the customer the:
- (a) Activation Credit, calculated in accordance with clause Schedule 11.28; and
 - (b) Energy Offset Credit, calculated in accordance with clause Schedule 11.29.
- 1.27 Synergy must pay the customer any other amounts specified in the relevant VPP Product Details.
- 1.28 Clause 8 of the DEBS Contract applies to any payment due from Synergy to the customer in accordance with clauses Schedule 11.26 and Schedule 11.27 of this VPP Agreement as if that payment was a payment for distributed energy exported, save that:
- (a) Synergy is not required to, but may at its discretion, apply any credit it owes to the customer to bills more often than once per calendar quarter; and
 - (b) Synergy must provide an activity statement with the relevant bill that sets out any credits applied to the customer.
- 1.29 For an Activation Event, the Activation Credit is equal to the Activation Credit Rate multiplied by the distributed energy exported during the Activation Event, provided that the distributed energy exported amount used of the purposes of the calculation in this clause is capped at a maximum of the system's installed battery capacity (kWh).
- 1.30 For an Activation Standby Window, the Energy Offset Credit is equal to the amount payable by the customer under the electricity supply agreement, for the net kWh supplied to the premises by Synergy during the Activation Standby Window due to Synergy issuing instructions to the system, capped at a maximum of the system's installed battery capacity (kWh).

Test Events

- 1.31 Synergy may carry out such Test Events as Synergy reasonably considers necessary or convenient from time to time.
- 1.32 Any Test Event with a duration of one hour or less is not an Activation Event and no Activation Event Credits, or any other credits apply to such Test Events.
- 1.33 Any Test Event with a duration of more than one hour will be treated as an Activation Event and applicable Activation Credits or Energy Offset Credits will be payable in respect of such Test Events.

Information sharing

- 1.34 Synergy is permitted to disclose information relating to the customer and this VPP Agreement, including this VPP Agreement, to any person involved in the administration or operation of the WA Residential Battery Rebate Scheme and the customer consents to any such disclosure.

VPP product details – Battery Rewards product

The details of the VPP Product are set out in these *VPP Product Details*:

<i>Initial Period</i>	24 months
<i>Activation Events Cap</i>	30 <i>Activation Events</i> per 12 month period or part thereof during the <i>VPP Term</i>
<i>Activation Credit Rate</i>	\$0.70/kWh
<i>Eligible Tariff</i>	One or more of the following tariffs: (i) Home Plan (A1) (ii) Midday saver (iii) EV add-on (iv) K1
<i>System capacity requirements</i>	The components of the <i>system</i> must meet or exceed the following capacity requirements: (i) the inverters in respect of the batteries must, in total, have a capacity of at least 2.5kW; and (ii) the batteries, in total, must have a capacity of at least 5kWh;
<i>VPP Product Limits</i>	(i) The Maximum Activation Event Duration is 4 hours (ii) the Activation Event Cap is 30. For the purposes of this <i>VPP Product</i> Synergy may exercise the <i>Synergy Rights</i> in relation to an <i>Activation Event</i> for a total time equal to the <i>Activation Standby Window</i> plus the <i>Maximum Activation Event Duration</i> . For example, if the <i>Activation Standby Window</i> is 2 hours, Synergy can exercise the <i>Synergy Rights</i> for a total of 6 hours per <i>Activation Event</i> .