



Solar Power Purchase
Agreement Providers -
Retail Licence Exemption
Application

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Private & Confidential

Solar Power Purchase Agreement Providers

Retail Licence Exemption Application

Purpose

Distributed Power Generation Limited (**Disgen**) seeks the grant of a retail licence exemption to sell electricity to customers under solar power purchase agreements in Western Australia (**described as an SPA**).

Disgen makes this application on the basis that the Minister for Energy (**Minister**) has approved a licence exemption framework for solar PPA providers to apply for individual retail electricity licence exemptions that will be subject to consumer protection and compliance reporting conditions.

Licence exemption application guidelines

This application is premised on the following assumptions:

- An individual licence exemption for a solar PPA provider to sell electricity to residential and commercial customers under a solar PPA will be granted on application. Solar PPA licence exemption applications should meet the requirements of the relevant guidelines wherever possible;
- A licence exemption will only be granted under section 8 of the *Electricity Industry Act 2004 (Act)* if the Governor considers that it would not be contrary to the public interest to do so. Licence exemptions are secondary legislation and require gazettal;
- Solar PPA licence exemptions that are granted will be subject to consumer protection and compliance reporting conditions, explained in further detail in the associated *Industry and Consumer Guidelines*. The *Industry and Consumer Guidelines* are available on the Department of Finance website and provide guidance and information to:
 - industry (solar PPA providers) on compliance with licence exemption conditions, in particular the requirement to provide prospective customers with a Product Disclosure Statement (**PDS**); and
 - customers of solar PPA providers on licence exemptions and solar PPAs more generally.

Confidentiality

This application, as well as material produced by or for Disgen referred to herein, may be disclosed as part of any exemption application consultation process after seeking Disgen's written consent.

Disgen contacts

Any queries should be directed in writing to Mr Rod Lewis, Managing Director, Distributed Power Generation Limited, rod@disgen.com.au. PO Box 7958, Cloisters Square, 6850.

Executive Summary

Disgen Business Approach

Distributed Power Generation Limited (**Disgen**) is an energy and finance company in the business of generating and distributing electricity from solar photovoltaic systems (**Solar Electricity**).

The installed solar power system (**SPS**) generates Solar Electricity at the customers' premises and will be owned by Disgen and installed at the premises under a solar access licence (**SAL**) with the owner of the premises (**Licence**). The SAL is a contract setting out the terms under which Disgen can access the premises to install, operate and maintain the SPS. Disgen is responsible for operating and maintaining the SPS, together with associated costs, under the terms of a solar power agreement (**SPA**).

Disgen will have determined in advance of installation that the customer has a demand for the supply of Solar Electricity, which will be met in part by the SPS and the generated Solar Electricity, and otherwise by the electricity retailer which the purchaser has contracted to meet their other power requirements.

The SPA in effect provides that for the term of the SPA the customer (as the 'purchaser') agrees to buy from Disgen a supply of Solar Electricity generated at the premises in such quantities as are generated by the SPS in return for the payment of monthly Solar Electricity charges.

Product Disclosure Document Obligations

Consistent with the exemption application requirements, Disgen has developed a Product Disclosure Statement (**PDS**). The PDS is designed to assist purchasers in making an informed choice about their power needs and their decision to enter into an SPA.

The PDS contains information about the nature of solar power generation as an alternative power supply, the length of the contract and termination rights and obligations, applicable fees and charges, billing, meter accuracy, per unit rate to be paid for the generated electricity, the estimated SPS generation output, dispute resolution processes, maintenance and repair responsibilities and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to the SPA.

If from time to time other documents may form part of the PDS, any such documents will be dated and provided to purchasers with a statement identifying them as part of the PDS.

Legal implications of the SPA

Purchasers will be fully informed that the SPA terms and conditions and any schedule or annexure will form a legal contract between the purchaser and Disgen. The purchaser will be advised that the fundamental nature of the SPA arrangement is that the purchaser pays Disgen the monthly Solar Electricity charges and Disgen provides the SPS at its cost and is responsible for seeking consents and connecting the SPS to the connection point.

Disgen will engage with purchasers regarding meeting their needs for Solar Electricity and will present two forms of contracting arrangement, which are intended to represent stages in the contracting process. Disgen will firstly provide purchasers with a Terms Sheet which sets out the essential terms under which the purchaser intends to contract and allows Disgen to investigate the premises suitability for taking a supply of Solar Electricity generated at the premises.

The Terms Sheet provides that parties intend is to enter into a fully termed SPA that will be consistent with the Terms Sheet and contain such additional terms as would be expected to be found in similar legal documentation. The fully termed SPA provides for all

of the parties' rights and obligations and accordingly provides certainty regarding the nature and extent of the commitment.

1 Appendix A: Application Form

Applicant Details	
Legal name	Distributed Power Generation Limited
Trading name (if different to legal name)	Disgen is the abbreviated name of Distributed Power Generation Limited.
Registered office (if a corporation)	c/- PKF Lawler (WA) Pty Ltd 283 Rokeby Road Subiaco WA 6008
Principal place of business (if different to registered office)	Suite 9, Level 1 189 St Georges Terrace Perth WA 6000
Contact Details	
Name of primary contact	Mr Rod Lewis
Postal address	PO Box 7958 Cloisters Square WA 6850
Telephone number	Business: 1300 347 436 Mobile: 0421 910 210
Email	rod@disgen.com.au
Company Structure	
ACN / ABN	610 829 386 / 15 610 829 386
Legal structure (corporation, partnership, or sole proprietor)	Limited Public Company – Please refer to 2.1 Corporate structure
Company directors	<ul style="list-style-type: none"> Mr Rodney Peter John Lewis (Managing Director) Mr Adrian Nicholas van Dam Mr Anthony Ched Tornatora (See Schedule 3 for further details)
Description of primary business activities	The installation of photovoltaic solar power arrays and contract solar power purchase agreements with commercial customers on commercial buildings.
Associated entities	No associated entities

Business requirements

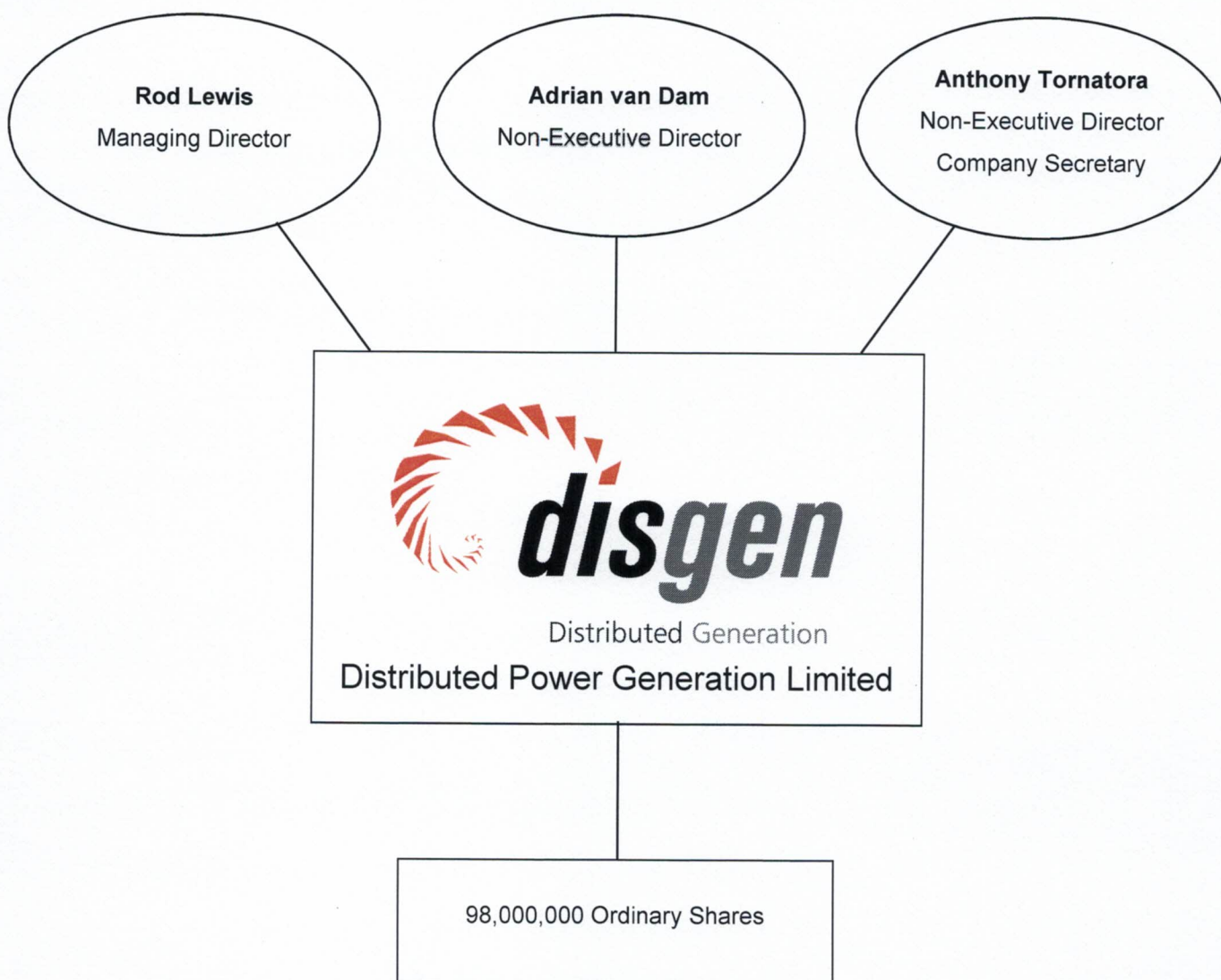
Brief description of the business model, including forecasted type (commercial and residential) and number of customers	Please refer to Section 2.2 Disgen Business Model.
Details of experience in selling energy products and services	<p>Disgen has been operating since February 2016.</p> <p>The Board and management have more than 40 years combined experience in business including the construction and marketing of financial services and products.</p> <p>Disgen obtains legal, accounting and general insurance advice regarding compliance and contracting arrangements from reputable service providers with relevant experience in the energy market.</p> <p>Disgen engages a technology partner with relevant industry experience in the development of information technology, web and billing design and support.</p> <p>Disgen has developed a proprietary billing system which utilises a remote energy metering system which meets the required accuracy tolerances and uses NMI approved products.</p> <p>Disgen engages a marketing partner with industry experience in graphic design, web based marketing and ecommerce solutions.</p> <p>Installers contracting to Disgen have significant experience in the design and installation of solar PV systems of the kind applied by Disgen. All installation contractors are CEC accredited installers and licensed electricians.</p> <p>Contracted structural engineers operate a quality management system that is accredited to AS/NZ ISO9001:2008</p>

2 Disgen Corporate Structure

2.1 Corporate Structure

The Distributed Power Generation Limited corporate structure is detailed below:

Figure 1 - Group structure and ownership



Disgen is an unlisted public company which was incorporated in 2016.

2.2 Disgen Business Model

Disgen is an energy and finance company in the business of generating and distributing electricity from solar photovoltaic systems enterprise with the mission of generating and selling cost effective, clean solar energy to commercial customers.

Disgen intends to do so by entering into long term Solar Power Agreements (**SPA**) and Solar Access Licences (**SAL**) under which Disgen will install, maintain and operate solar photovoltaic power systems (**SPS**) and sell generated electricity to the premises' occupant.

The business model is premised on providing customers with a 'life of contract' discount of 30% to the utility provider's price and Disgen bares all the capital costs and costs of ongoing operation and maintenance.

Disgen has obtained sufficient funding to commence its business activities and undertaking SPS installations.

Disgen is a start-up company and accordingly only has limited trading history. As such Disgen has limited financial or operational history to disclose for the purposes of this application.

Disgen has undertaken and completed one commercial installation to date and plans to install, fund and maintain solar arrays which are sized between 15kW and 100kW and which will be governed by SAL and SPA contracting arrangements with commercial property owners and power customers with minimum daily power usage of 200 units (kWh).

The SPS equipment is to be designed to deliver a proportion of approximately 15 – 40% of the power customer's total electricity requirements.

The Disgen business plan contemplates a target of 700 installations over the next 5 years.

5 Step Disgen Process

1. Client Engagement
2. Project Assessment - Apply filters to determine if the project is investment grade
 - a. Structural
 - b. Financial
 - c. Legal
3. Agreements
 - a. Client - Solar Access Licence (SAL) and Solar Purchase Agreement (SPA)
 - b. Suppliers – Installer finalise project design and submit applications including Structural Engineering signoff and finalise insurances.
 - c. Power Retailer authorisation and new contract. Western Power approval.
4. Install – Project Manage materials and suppliers.
5. Operate – Energise system and program remote metering. Establish maintenance and client review schedule.

2.3 Financial Capacity

(a) Financial position of Disgen

Disgen is backed by a financially robust and sophisticated shareholder base and anticipates generating significant future revenues from its operations.

Disgen's financial position is sound and adequately funded to undertake operations for two years without revenue streams flowing from its operations.

(b) Equity and Debt Raising

Disgen and its Directors have experience in the raising of equity and debt finance for corporate project activities if such funding is required at any time.

2.4 Disgen Management Structure

Disgen's operations are overseen by the Board, which is responsible for the review and implementation of key decisions and strategies.

Those key decisions and strategies are implemented by the Managing Director in accordance with Disgen's policies.

2.5 Product Disclosure Statement

Please refer to Schedule 4.

3 Public Interest Considerations

3.1 Minister's Discretion

In the Minister exercising his discretion to grant the exemption sought, Disgen makes the following submissions in relation to public interest considerations.

3.2 Environmental Considerations

Infrastructure development will be:

- (a) Installed only after consent is provided by the customer's incumbent power retailer;
- (b) Approved and inspected by Western Power in accordance with its policies and procedures; and
- (c) Installed in a manner which is consistent with the Clean Energy Council Guidelines and recommendations in relation to both materials and practices.

Further, carbon emissions will be reduced by the installation of distributed generation solar PV as contemplated with the Disgen business model.

3.3 Social welfare and equity considerations, including community service obligations

The grant of the exemption will facilitate:

- (a) Electricity price reductions for end-users leading to savings on overall energy costs; and
- (b) The provision of renewable energy, with associated reduction in carbon emissions.

3.4 Economic and regional development factors, including employment and investment growth

The grant of the exemption will facilitate:

- (a) The development and uptake of new technologies, primarily solar PV;
- (b) Regional projects, specifically in the South West, requiring both financial investment and labour during installation and ongoing maintenance; and
- (c) The reduction of the cost of power for small to medium businesses.

3.5 The interests of customers and generally or of a class of customers

The grant of the exemption will:

- (a) Benefit the target customers, being small to medium businesses by reducing their overall energy costs; and
- (b) Deliver a high standard of customer service.

3.6 The interests of any licensee, or applicant for a licence, in respect of the area or areas to which the exemption order, if made, would apply

The grant of the exemption will:

- (a) Increase competition for customers and thereby facilitate a more competitive market for energy which is a key market efficiency outcome; and
- (b) Reduce the amount of energy purchased from the retailer according to the proportion delivered by distributed generation.

3.7 The importance of competition in electricity industry markets

The grant of the licence would:

- (a) Increase competition in the electricity market and promote energy efficient and environmentally beneficial solar PV;
- (b) Facilitate the uptake of new generation technologies and thereby reduce energy consumption and dependence on large scale fossil fuel power stations; and
- (c) Enable the introduction of renewables into the overall energy mix which would diminish the need for new developments underpinned by the use of fossil fuels.

3.8 The policy objectives of government in relation to the supply of electricity

The grant of the exemption will:

- (a) Have no bearing on the safety and reliability of the grid power system as the grant would lead to the take up of new and emerging technologies in accordance with Western Power requirements;
- (b) Support the government policy of reducing the end-user electricity prices through increased customer choice through retail competition;

- (c) Support the government policy of increasing the uptake of renewable energy and energy efficient technologies; and
- (d) Diminish the need for government subsidies to increase the take up of distributed renewable energy and energy efficient technologies.

3.9 The importance of innovation

It is important that consumer protections do not create barriers to innovation as new products and services can support greater consumer choice and reduce costs. There are multiple barriers to innovation in the energy market such as:

- (a) increases to fixed charges (which penalise consumers who generate their own electricity);
- (b) the lack of solar feed-in tariffs that reflect the true benefits of rooftop solar electricity;
- (c) the low level of demand management being undertaken by network businesses;
- (d) the relatively low take up of smart grid technologies by networks;
- (e) the relatively low take up of smart meters;
- (f) the inability to export excess capacity from commercial installations and no automatic approval for PV systems under 30kW;
- (g) no mechanism for consumers to buy and sell excess distributed generation without a retail licence; and
- (h) no clear regulation of networks investment in PV.

It is in the interests of consumers selected by Disgen that such barriers to innovation and deployment of new products and services are removed, which at first instance is enabled by the grant of the exemption sought. Disgen's service offering is an innovative service that can reduce costs for consumers and reduce overall carbon production.

3.10 Access to legal remedies

While Disgen's exemption would not mean it was licensed per se, and is not bound by the obligations under the Electricity Industry Act 2004 or its subsidiary legislation relevant to licensees, including the obligation to be a member of the Electricity Ombudsman Scheme, adequate legal recourse exists under the terms of the Disgen commercial arrangements and those arrangements are consistent with existing laws.

Additionally, the SPA arrangement would be covered by the Australian Consumer Law (ACL), which means the Schedule 2 to the Competition and Consumer Act 2010 (Cth.) as applied as a law of the Commonwealth under section 131 of that Act and the Australian Consumer Law (WA) as defined in and applied as a law of Western Australia under section 19 of the Fair Trading Act 2010 (WA).

The ACL framework covers:

- Misleading and deceptive conduct.
- Unconscionable conduct.
- Unfair contract terms in standard form consumer contracts.
- Guarantees of consumer rights when buying goods and services.
- A product safety law and enforcement system.
- Penalties, enforcement powers and consumer redress options.

Australian courts and tribunals can enforce the ACL, and prosecute any breaches of its provisions. The Consumer Conciliation Service within the Consumer Protection Division of the Department of Commerce is also available to consumers.

Schedule 1 - Resolution of Solvency

DISTRIBUTED POWER GENERATION LIMITED
ACN 610 829 386
SPECIAL MEETING OF DIRECTORS
HELD AT THE PRINCIPLE PLACE OF BUSINESS OF
Suite 9, Level 1, 189 St Georges Terrace, Perth WA 6000
ON THE 11th October 2016

PRESENT: Rod Lewis (Chairperson)
Adrian van Dam – Non Executive Director
Anthony Tornatora – Non Executive Director

SOLVENCY: It was unanimously declared by the Board of Directors that the company will be able to pay its debts in full as and when they fall due.

There being no further business the meeting was then closed.

Signed as a true and correct record



Rod Lewis - Chairperson

Date: 11/10/16

Schedule 2 – Disclosure of Experience

Disclosure of Experience, Equivalent Licenses, exemptions and authorisations to operate

The applicant has no prior experience selling energy or Solar PPA products.

The applicant does not hold, or has previously held or been subject to, an energy selling retail licence, licence exemption or retailer authorisation in any Australian state or territory, including Western Australia.

There are hence forth no breaches, exemptions or authorisations where a penalty or enforcement order was applied.

There are no current or ongoing investigations concerning any alleged breach of a licence, exemption or authorisation.



Date: 9/11/2016

Rod Lewis

Managing Director

Schedule 3 - Biographies of Board

Rod Lewis B.Bus (Acc and Fin), DFP, CFP | Founder, Managing Director and CEO

- 20 years experience across relevant areas of the financial services industry
- Strategy formulation and execution, financial product development, marketing and distribution, mergers and acquisitions
- Strategic leadership and industry analysis – Stanford University with routes to a liquidity or value realisation event.

Adrian van Dam B.Com CA | Non-Executive Director

- 16 years experience business services, accounting and corporate finance
- Partner at Gooding Partners
- Past experience with PwC, Rexam PCL, and Merrill Lynch Investment Bank.
- Forecasting, business modelling, mergers and acquisitions, CFO rolls and due diligence

Anthony Tornatora BCom MBA AGIA ICSA

- 18 years experience across several sectors of the financial services industry
- Small Business Ownership, Business Development, Consulting, Equities advice, Capital Raising and Corporate Governance
- MBA and Chartered Secretary

Schedule 4 – Solar Power Agreement Product Disclosure Statement

SOLAR POWER AGREEMENT

PRODUCT DISCLOSURE STATEMENT

About Distributed Power Generation Limited (Disgen)

*Distributed Power Generation Limited (**Disgen**) is an energy and finance company in the business of generating and distributing electricity from solar photovoltaic systems (**Solar Electricity**).*

*The proposed solar power system (**SPS**) which generates Solar Electricity at your premises will be owned by Disgen and will be installed at your premises under an access licence with the owner of the premises (**Licence**).*

*Disgen will operate and maintain the SPS under the terms of a solar power agreement (**SPA**).*

Disgen has determined that you have a demand for the supply of electricity, which will be met in part by the SPS and the generated Solar Electricity, and otherwise by the electricity retailer which you have contracted to meet your power requirements.

The simple summary of the SPA is that you, as the 'purchaser', agree to buy from Disgen a supply of Solar Electricity generated at the premises in such quantities as are generated by the SPS in return for the payment of monthly Solar Electricity charges for that service for the term of the SPA.

About this Product Disclosure Statement

*This document is a Product Disclosure Statement (**PDS**). The PDS is designed to assist you in making an informed choice about your power needs and your decision to enter into an SPA with Disgen.*

The PDS contains information about the nature of solar power generation as an alternative power supply, the length of the contract and termination rights and obligations, applicable fees and charges, billing, meter accuracy, per unit rate to be paid for the generated electricity, the estimated SPS generation output, dispute resolution processes, maintenance and repair responsibilities and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to the SPA. Please read this document carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS, a supplementary PDS document may be provided. In any event, the relevant documents will be provided to you with the PDS so that an informed decision can be made regarding your decision to enter into an SPA.

Legal implications of the SPA

The SPA terms and conditions and any Schedule and Annexure form the legal contract between you and Disgen. You pay us the monthly Solar Electricity charges, and we provide the SPS and connect the SPS to the relevant Connection Point. Please keep the SPA and related documents in a safe place for future reference.

Disgen will engage with you regarding meeting your needs for Solar Electricity and will present two forms of contracting arrangement which are intended to represent stages in the contracting process. Disgen will firstly provide you with a Terms Sheet which sets out the essential terms under which the 'purchaser' intends to contract and allows Disgen to investigate the premises suitability for taking a supply of Solar Electricity generated at the premises. The Terms Sheet also represents a binding contract regarding the relevant supply of Solar Electricity.

The Terms Sheet provides that parties intend is to enter into a fully termed SPA that will be consistent with the Terms Sheet and contain such additional terms as would be expected to be found in similar legal documentation. The fully termed SPA explains the parties' rights and obligations and accordingly provides certainty regarding the nature and extent of the commitment. If however a fully termed SPA is not executed, then the Terms Sheet document is legally binding and you and Disgen will continue to perform the obligations set out in that document.

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SOLAR POWER AGREEMENT

PRODUCT DISCLOSURE STATEMENT

Key Concepts and Conditions	
Solar Power Purchase	<p><i>Disgen wishes to highlight that the business model relating to the supply and sale of Solar Electricity under an SPA is an alternative service and the electricity generated by the SPS is not the primary source of electricity supply that you have contracted to take from your electricity retailer.</i></p> <p><i>The supply and sale of Solar Electricity under a SPA is separate to your supply contract with your electricity retailer.</i></p> <p><i>Disgen is responsible for obtaining certain consents from your electricity retailer, and the owner of the interconnected power generation system utilised by your electricity retailer, to be permitted to connect the SPS at the premises.</i></p> <p><i>Disgen is not licensed, and is not bound by the obligations under the Electricity Industry Act 2004 or its subsidiary legislation relevant to licensees, including the obligation to be a member of the Electricity Ombudsman Scheme.</i></p> <p><i>As a contract, and subject to lawful exclusions, the SPA is covered by the Australian Consumer Law, which means the Schedule 2 to the Competition and Consumer Act 2010 (Cth.) as applied as a law of the Commonwealth under section 131 of that Act and the Australian Consumer Law (WA) as defined in and applied as a law of Western Australia under section 19 of the Fair Trading Act 2010 (WA).</i></p>
Purchaser Connection Point	<p><i>The purchaser's connection point is the unique point at which electricity is delivered to your premises and at which the SPS will also be connected.</i></p>
Supply Term	<p><i>The contract term of the SPA is (example 10 years). The purchaser's options at the end of the Supply Term, subject to the renewal of the Licence and compliance with the SPA terms, would be to either cease taking Solar Electricity from Disgen or to extend the SPA for a further term on similar terms and conditions.</i></p>
SPS Capacity	<p><i>The generation capacity of the SPS proposed for your premises is (example 35 kW) system with a total (example 30 kW) inverter capacity.</i></p>
SPA Rate (\$/KWh)	<p><i>The SPA Rate is Utility Price minus (example 30%) (\$/kWh), which applies for the Supply Term of the SPA, subject to annual CPI escalation.</i></p>
Electricity retailer	<p><i>(example Alinta Sales Pty Ltd)</i></p>
Approvals fees and charges	<p><i>Disgen shall obtain, at its cost any authorisations required to construct, install and operate the SPS and any approvals required for connection of the SPS at the premises. If your electricity retailer passes on a charge under your existing contract because of your choice to take up Disgen's SPA offer, Disgen will meet your additional cost burden during the term of that contract with your electricity retailer.</i></p> <p><i>Other than the purchaser's obligations to pay monthly Solar Electricity charges and any payment arising from early termination of the SPA (referred to below), Disgen does not intend to pass on any fees and charges. If the purchaser fails to pay monthly Solar Electricity charges by the due date, Disgen will charge interest on the outstanding amounts at a prescribed rate, which accrues on a daily basis until Disgen receives full payment.</i></p>

Key Concepts and Conditions

	<i>Disgen reserves the right however, in the event of a 'cost event' occurring to vary charges because of imposts which were unforeseen at the time of entering into the SPA (e.g. changes in any law or a charge imposed on Disgen after the date of the SPA regarding the sale of Solar Electricity or the generation of electricity from renewable energy sources).</i>
Ownership of SPS	<i>Disgen supplies the SPS upon the purchaser's acknowledgement that the SPS is owned and is personal property of Disgen. The SPS is located temporarily at the premises under the Licence terms and Disgen has the right to recover possession of the SPS. Disgen's right of recovery is subject to the continuing operation of the SPA and necessarily the purchaser's compliance with the SPA.</i>
Repair and maintenance	<i>Disgen must perform all routine and emergency repairs to, and maintenance of, the SPS at its cost and expense, except for that resulting from the purchaser's negligence or breach of the SPA.</i>
Quantities and consumption	<p><i>During the Supply Term, the Purchaser agrees to purchase the total amount of Solar Electricity generated by the SPS, capable of being delivered to the Connection Point, which is estimated to be (example 50,000 kWh) per year for 12 months and represents an estimated cost of (example \$14,000) for a 12 month period. Representing approximately (example 20%) of your total power use.</i></p> <p><i>The Solar Electricity must be consumed by the purchaser in priority to purchaser's additional needs for electricity supply provided by its electricity retailer.</i></p> <p><i>Disgen highlights to the purchaser that the Solar Electricity generated by the SPS may fluctuate and therefore Disgen does not guarantee that the SPS will always meet its specifications.</i></p>
Metering and Purchaser data monitoring	<i>Disgen shall own and operate the metering system used to acquire consumption quantities from which Solar Electricity charges are calculated. Disgen shall remotely monitor the metering system. Disgen uses a Schneider iEM 3155 type of meter to measure the generation output of the SPS and your power consumption. This is a Class One meter having a tolerance of less than 1%.</i>
Monthly charges	<i>The Purchaser must pay Disgen monthly, 14 days from the date of a valid tax invoice, for Solar Electricity generated by the SPS and delivered to the Connection Point at the SPA Rate (plus GST). The SPA Rate is subject to annual CPI indexation of the SPA Rate at the commencement date of the SPA. Accordingly, the SPA Rate is fixed for the term of the SPA, but subject to CPI indexation annually.</i>
Carbon Schemes	<i>The purchaser agrees that the any carbon credits, or related taxation benefits which arise from the ownership and operation of the SPS belong to Disgen (e.g. STCs, credits, benefits, emissions reductions, offsets, and allowances).</i>
Termination	<p><i>Disgen may terminate the SPA for its convenience at any time by giving the Purchaser 30 days' written notice if: continuing to provide the Solar Electricity would cause Disgen significant ongoing financial losses, the Connection Point is disconnected, the Purchaser has provided false or misleading information concerning the SPA, the premises are rendered ineffective for the proper operation of the SPS or the Licence is terminated. In such case, the purchaser has no claim against Disgen in respect of any damage or liability incurred or sustained as a result of or in connection with the termination.</i></p> <p><i>The Purchaser may terminate the SPA for its convenience at any time by giving Disgen 30</i></p>

Key Concepts and Conditions

	<p><i>days' written notice, in which case the Purchaser must pay Disgen the Early Termination Amount (see below).</i></p> <p><i>At any time while an event of default continues, a party not in breach of the SPA or which did not cause the event of default to occur may terminate the SPA by giving the other party 30 days' written notice specifying the event of default relied upon.</i></p> <p><i>Termination of the SPA for any reason does not affect the rights of a party that arose before the termination, or as a consequence of the event or occurrence giving rise to the termination, or as a consequence of the breach of any obligation under the SPA which continues to take effect after termination.</i></p>
Early Termination Amount	<p><i>Under the terms of SPA and if the purchaser elects to terminate the SPA before the end of the Supply Term, the purchaser must pay Disgen an 'early termination amount' (ETA). The ETA is a liquidated genuine pre-estimate of loss suffered by Disgen derived from the payments due for services performed in accordance with the SPA prior to the date of termination and expenses reasonably incurred as a result of the termination, including the cost of instalment, removal and redeployment of the SPS. The ETA for the purchaser is fixed at (example \$15,000). The ETA, in part, compensates Disgen for the cost of removing the SPS from the relevant property and recovering possession of its property upon termination.</i></p>
Indemnity	<p><i>Each party to the SPA indemnifies the other against any claim, damage, loss, liability, or expense, including physical loss of or damage to property and damage in respect of personal injury caused by that party's breach of the SPA or its negligent act or omission.</i></p>
Limitation of liability	<p><i>Disgen has no liability for damage that the purchaser suffers under the SPA, including that which is suffered by the connected network, unless it is caused directly by a breach of the SPA by Disgen or by the negligent act or omission of Disgen. Accordingly, under the terms of your electricity supply contract or other contract with your electricity retailer, relating to electricity not supplied by Disgen, you may be liable for any damage the SPS causes to the network. Disgen limits its liability for any such damage as set out above.</i></p>
Consequential Loss	<p><i>Neither party to the SPA will be liable for consequential or indirect loss in excess of any insurance policy which responds to such loss.</i></p>
Dispute Resolution	<p><i>The parties agree that it is a condition precedent to the commencement of any litigation proceedings by a party in respect of any dispute under the SPA that the party has complied fully with the SPA dispute resolution process.</i></p> <p><i>The dispute resolution process requires that the parties must within 7 days after receipt of a dispute notice nominate in writing to the other party a representative authorised to negotiate and settle the dispute on its behalf.</i></p> <p><i>The parties' representatives must negotiate in good faith with a view to resolving the dispute within 21 days after the receipt of the dispute notice, (or such period as agreed). Disgen has a 'Complaints Handling Procedure' which forms part of this dispute resolution process and is intended facilitate all matters of dispute or complaint, ranging from less complex matters such as system performance or billing accuracy but also more material matters of dispute. The 'Complaints Handling Procedure' is found on the Disgen website.</i></p> <p><i>Failing agreement by the parties, the dispute must be immediately referred to an expert for determination.</i></p>

Key Concepts and Conditions

PPSA security	<i>If Disgen determines that the SPA contains or gives rise to a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth.), Disgen may register that interest and the purchaser consents to that registration.</i>
Confidentiality	<i>The SPA obliges the parties to ensure that they do not disclose or give to any third party any confidential information of the other party, without prior written consent or as required by any law, including any listing rules applying to a party.</i>
Privacy Act	<i>Disgen may collect and disclose personal information (as defined in the Privacy Act 1988 (Cth.)) about the purchaser in compliance with the Act. Disgen may also disclose personal information about the purchaser where disclosure is required to verify the creditworthiness of the purchaser or for the purposes of recovering any amounts owed by the purchaser under the SPA and as required for Disgen to carry out its obligations or exercise its rights under the SPA.</i>