



**Eglinton Village Energy Pty Ltd
ACN 665 916 085
(Eglinton Village Energy, we or us)**

**Eglinton Microgrid Opt-in Agreement
Roof Top Solar Installation (Residential)
Eglinton Village Residential Estate**

*The following paragraphs set out important information with regard to the Eglinton Microgrid Opt-in Agreement (**Opt-in Agreement**) provided by us. Please read these paragraphs carefully before deciding whether or not to sign the Opt-in Agreement.*

Terms that are capitalised but not defined in this document have the meaning given in the *Opt-in Agreement*.

Eglinton Village Energy (*we, us, our*) is the operator of a microgrid in Eglinton Village Residential Estate (**Eglinton Village**).

What is the Microgrid solar generation Program?

As the purchaser of a property in Eglinton Village, *you* may choose to participate in *our* solar generation program (**Program**) by agreeing to the Opt-in Agreement. This Opt-in Agreement along with the easement that is or is to be registered over the property entitles *us* to:

- install solar panels on the roof top at the property and other electrical equipment for the operation of the solar panels at a time of *our* choosing;
- install an inverter on the side of the dwelling or other relevant building;
- use all electricity for the purposes of the Microgrid, which *we* will then on sell to *our* customers, including *you*; and
- continue to use *our* rights of access to the solar panels for the purposes of operating, maintaining, replacing and repairing the solar panels and related equipment.

The Program is conditional on us receiving all relevant licences from the Economic Regulation Authority and having the right to own and operate the distribution network at Eglinton Village.

How do I qualify for discounted electricity rates?

In return for agreeing to this Opt-in Agreement we will offer *you* a contract for the supply of electricity with discounted rates. *We* offer *you* a 20% discount off the regulated tariffs that Synergy generally charges its customers (ts&cs apply).

The discounted tariff may be adjusted in limited circumstances in accordance with the terms of the Retail Contract. These adjustment events are described in detail in our Retail Contract.

Do I have to participate in the Program?

You may choose whether or not *you* wish to participate in *our* Program.

Only those landholders who choose to participate in *our* Program will have access to the discounted power offered in *our* Program. The decision is *yours*.

What happens if I do not participate in the Program?

If *you* choose **not** to participate in *our* Program because you do not enter into this Opt-in Agreement, *we* will offer *you* a Retail Contract under which *you* will be charged electricity at the same rate as *you* would normally be charged under Synergy's regulated tariffs.



Can I change my mind and leave the Program?

If we install *our* solar panels and related equipment on *your* property and *you* change *your* mind and want *us* to remove *our* solar panels and related equipment, *you* will no longer be eligible for the discount power offered in *our* Program and *we* can charge *you our* estimated costs associated with this, including those *we* suffer or incur to remove and redeploy or dispose of the solar panels and related equipment and for *our* associated costs.

This is called the Opt Out Fee and its calculation is set out in the attached Opt-in Agreement.

Do I have a cooling off period?

Yes, if *you* choose to participate in *our* Program, there is a cooling off period of 10 business days where *you* may change *your* mind and choose to terminate the Opt-in Agreement by giving *us* written notice.

If *you* terminate the Opt-in Agreement, *you* will not be liable for any costs or damage to *us*, but *you* will no longer be eligible for the discount power offered in *our* Program.

Are there any other charges I need to be aware of?

Provided that *you* continue to participate in the Program and buy *your* electricity from *us* under *our* Retail Contract, *our* solar generation infrastructure will stay on *your* property at no cost to *you*.

How do I sign up?

If *you* wish to participate in *our* Program, please read the following licence terms carefully.

To participate in *our* Program, *you* will need to:

- read this Opt-in Agreement carefully and seek *your* own advice;
- ask *us* any questions if *you* need clarification on any aspects of this Opt-in Agreement, though *we* cannot provide *you* with legal advice; and
- sign this Opt-in Agreement where indicated.

If *you* have any questions regarding the Opt-in Agreement terms, please do not hesitate to contact *us* either by telephone on _____ or email at _____.



Eglinton Microgrid Opt-in-Agreement

Eglinton Village Residential Estate

Contract Particulars

<i>You</i> , being the Landholder	
<i>Your</i> details	Address: Attention: Email:
Eglinton, <i>we</i> or <i>us</i>	Eglinton Village Energy Pty Ltd (Eglinton Village Energy)
<i>Our</i> details	Address: 52 Belmont Avenue, Rivervale, Western Australia 6103 Attention: Jason Good Email: jasangood@zenithenergy.com.au
Property	The land known as being Lot on Deposited Plan Volume Folio including all buildings and improvements on that land.
Permitted Purpose	We may access and use the Property for the purpose of: <ul style="list-style-type: none">a) assessing the feasibility of installing one or more Roof Top Solar Installations on roof space at the Property;b) installing the Roof Top Solar Installations, Electricity Networks Infrastructure and the Distribution Network as may be necessary to generate electricity at the Property and transport that electricity to the Distribution Network; andc) undertaking all activities that are in <i>our</i> assessment (determined in accordance with Good Electricity Industry Practice) necessary or convenient to the matters described in clauses a) and b) above.
Term	This Opt-in Agreement: commences on the later of: <ul style="list-style-type: none">a) the date it is signed by the last party to do so; andb) the date <i>you</i> took possession of the Property, and ends on the earlier of: <ul style="list-style-type: none">a) the Completion of Works; andb) 25 years.



Eglinton Microgrid Opt-in Agreement Terms

This document, together with the Contract Particulars, sets out the terms of the Opt-in Agreement between the Landholder (**you**) and Eglinton Village Energy (or **us**, **we** or **our**).

1 Definitions

Adjustment Note has the meaning given in the GST Act and includes any document or record treated by the Commissioner of Taxation as an Adjustment Note.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Perth, Western Australia.

Bylaws means the *Energy Operators (Electricity Generation and Retail Corporation) By-laws 2006 (WA)*.

Claim means any claim, demand, action or proceeding made or instituted either against *us* or *you*.

Completion of Works means the Business Day after the installation of the Roof Top Solar Installation and Distribution Network is completed and the Property is connected to the Microgrid.

Cooling Off Period has the meaning given in clause 2.3.

Direct Damage means loss or damage suffered by the person which is not Indirect Damage.

Distribution Network means the network component of the Microgrid upstream of the Inverter on any Roof Top Solar Installation.

Efficient Costs means, in respect of the imposition of fees or charges by the Microgrid Operator, the recovery of such costs suffered or incurred (or to be suffered or incurred) by the Microgrid Operator:

- (a) as may be prescribed by the Bylaws; and/or
- (b) calculated in accordance with prudent economic principles consistent with methodology adopted by Synergy, Western Power and/or the ERA (as applicable) and adapted to the Works in accordance with Good Electricity Industry Practice.

Eglinton Microgrid means the Microgrid at Eglinton Village to which the Property is, or is to be, connected.

Eglinton Village means Eglinton Village Residential Estate.

Eglinton Village Energy, "**us**" or "**we**" means Eglinton Village Energy Pty Ltd ACN 665 916 085.

Electricity Networks Infrastructure means wires, cabling, switches and any associated or similar electricity infrastructure.

Good Electricity Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and ordinarily exercise under comparable conditions and circumstances consistent with applicable Laws and applicable recognised codes, standards and guidelines.

Green Rights means any rights and benefits (including the right to create or claim them) to which *you* or any other party may become entitled to by virtue of the Roof Top Solar Installations operated on the Property and associated with the greenhouse gas emissions reduction resulting from the operation of the Roof Top Solar Installations.

GST has the same meaning as in the GST Act and includes any replacement or subsequent similar tax.

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

Indirect Damage includes any one or more of:

- (a) any consequential loss, consequential damage or special damages however caused or suffered by the person, including:
 - (i) loss of (or loss of anticipated) opportunity, use production, revenue, income, profits, business and savings; or
 - (ii) loss due to business interruption; or
 - (iii) increased costs; or
 - (iv) punitive or exemplary damages, whether or not the consequential loss or damage or special damage was foreseeable; or
- (b) any liability of the person to any other person, or any Claim brought against the person by any other person, and the costs and expenses connected with the Claim.

Inverter means the apparatus which converts direct current into alternating current and which is, or is to be, installed on a wall of a dwelling at the Property.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.

Microgrid means the Distribution Network, the Roof Top Solar Installation and all generation plant, facilities and



equipment installed, owned and operated by *us* and *our* Related Bodies Corporate.

Microgrid Easement means the easement, if any, registered or shortly to be registered on the title to the Property in *our* favour in relation to the Roof Top Solar Installation, the Distribution Network, electricity meter and other infrastructure.

Nominated Person has the meaning given in clause 10.1.

Opt Out Fee means a sum that is no more than the amount calculated in accordance with the following formula:

$$\text{Opt Out fee} = (DV - SV) + \text{Disp} + RC + DC + A$$

Where:

DV means the depreciated value of the relevant Roof Top Solar Installation, assuming a straight-line depreciation from the date of installation at the Lot over a period of 30 years;

SV means *our* forecast of payment recoverable for the sale of any part of the relevant Roof Top Solar Installation componentry (if any);

Disp means *our* forecast disposal costs for any part of the Roof Top Solar Installation componentry (if disposal is applicable);

RC means *our* forecast of deploying the Roof Top Solar Installation componentry (if redeployment is applicable);

DC means *our* forecast costs of uninstalling and removing the Roof Top Solar Installation; and

A means *our* forecast costs of administering the removal, re-location and/or disposal of the Roof Top Solar Installation.

Permitted Person means, in respect of either *you* or *us*, any Related Body Corporate, invitee, tenant, licensee, customer, supplier, contractor, adviser, officer, employee or officer of that party.

Permitted Purpose means the permitted use described in the Contract Particulars.

Property means the property described the Contract Particulars.

Reduced Tariff means the regulated tariff rate as charged by Synergy minus a percentage, as set out in the Retail Contract.

Related Body Corporate has the meaning given to that term when used in the *Corporations Act 2001* (Cth).

Retail Contract means the contract between *you* and *us* for the supply of electricity to the Property at the Reduced Tariff.

Roof Top Solar Installation means solar photovoltaic panels, wiring, battery storage systems, cables and any related and/or supporting plant and equipment that is, or is to be, located behind (but including) an Inverter on the Property, which is necessary to generate electricity from renewable sources or store electricity and transport the electricity to the Distribution Network but excludes any component of the Distribution Network.

Supply has the same meaning as in the GST Act.

Synergy means Electricity Generation and Retail Corporation trading as Synergy ABN 58 673 830 106.

Tax Invoice has the meaning given in the GST Act and includes any document or record treated by the Commissioner of Taxation as a tax invoice.

Taxable Supply has the same meaning as in the GST Act.

Term means the period specified in the Contract Particulars.

Works means the installation, or where the context requires the removal, of the Roof Top Solar Installation and Distribution Network at the Property and any activities required to connect them to the Microgrid.



1 Condition to this Opt-in Agreement

- 1.1 Notwithstanding any other provision in this Opt-in Agreement, *yours* and *our* rights and obligations under this Opt-in Agreement are conditional on *us* being granted required licences from the Economic Regulation Authority and taking ownership of the Distribution Network on or before
- 1.2 If the condition described above does not eventuate, we will notify you accordingly by email.

2 Key obligations

Licence

- 2.1 *You* grant *us* for the Term an irrevocable licence to enter onto the Property for, and to undertake all activities reasonably required by *us* in connection with, the Permitted Purpose.

Consideration

- 2.2 *You* will be offered the Retail Contract in consideration for the promises made by you under this Opt-in Agreement.

Cooling Off Period

- 2.3 Both parties agree that a cooling off period of 10 Business Days from the execution of this document shall apply (**Cooling Off Period**).
- 2.4 During the Cooling Off Period *you* may terminate this document by giving *us* written notice.
- 2.5 If *you* terminate this agreement during the Cooling Off Period *you* will not be liable for any costs or Damage to *us*.
- 2.6 Where *you* terminate this agreement under the Cooling Off Period, *we* will not offer *you* the Reduced Tariff under any supply arrangement to provide electricity to the Property.

Roof Top Solar Installation

- 2.7 *We* may do all things that are in *our* opinion necessary or convenient for the Permitted Purpose, including installing:
- 2.7.1 one or more Roof Top Solar Installations on the Property; and
- 2.7.2 Electricity Networks Infrastructure that connects the Roof Top Solar Installation to the Distribution Network, which Electricity Networks Infrastructure will become part of the Distribution Network.

- 2.8 *You* must ensure that *we* have, at all times, safe and unrestricted access to the Property in order for *us* to exercise *our* rights under the licence.

- 2.9 In exercising or seeking to exercise *our* rights under the licence, *we* must:

- 2.9.1 comply with any reasonable directions communicated by *you* to *us*; and
- 2.9.2 take reasonable steps not to inconvenience *you* during installation and maintaining of the Roof Top Solar Installation, except where reasonably necessary for the exercise of *our* rights and to perform *our* obligations under this Opt-in Agreement.

Microgrid Easement

- 2.10 *You* acknowledge and agree that the Property is sold subject to the Microgrid Easement that grants *us* the right to access the Property for (among other things) the Permitted Purpose provided that *you* enter into this Opt-in Agreement.

Title and interest in Roof Top Solar Installations

- 2.11 *You* acknowledge and agree that:
- 2.11.1 no part of the Roof Top Solar Installation or the Distribution Network will become a fixture to the Property, despite any physical affixing of any part of a Roof Top Solar Installation to the Property;
- 2.11.2 title to and ownership of the Roof Top Solar Installation and Green Rights, whether present or future, will at all times remain with *us*;
- 2.11.3 *we* may take any action necessary, at *our* cost, to protect *our* title and interests in the Roof Top Solar Installations, including by lodging any registration that may be required or permitted under the *Personal Property Securities Act 2009* (Cth);
- 2.11.4 *you* must promptly do all things required by *us*, at *our* cost, to assist *us* in taking any action under clause 2.11.3 or any other action that *we* consider necessary for the purposes of:
- (a) ensuring that all security interests are enforceable, perfected and otherwise effective;



- (b) enabling *us* to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling *us* to exercise *our* rights in connection with the security interest.

Duty of cooperation

- 2.12 *You* must act reasonably when exercising any right under this Opt-in Agreement.
- 2.13 *We* must exercise *our* rights under this Opt-in Agreement in accordance with Good Electricity Industry Practice.

Obligations unaffected

- 2.14 Except to the extent expressly provided for in this Opt-in Agreement, the terms of this Opt-in Agreement do not vary the obligations of each party under the Retail Contract.

3 Assignment

We may assign without consent

- 3.1 *We* may assign this Opt-in Agreement to any person without *your* prior consent.
- 3.2 Where any such assignment is proposed by *us*, *we* must provide the necessary novation documents to affect the assignment and *you* must promptly but within 5 Business Days of the request, sign and return those documents to *us* so that the assignment may be affected.

You may not assign without consent

- 3.3 Subject to clause 3.4, *you* may not assign this Opt-in Agreement to any person without *our* prior consent.
- 3.4 If *we* have commenced the Works then prior to the Completion of Works *you* may not sell, lease or otherwise deal with the Property without obtaining from the:
 - 3.4.1 successor in title; or
 - 3.4.2 tenant; or
 - 3.4.3 future occupier (under whatever right to occupy),a licence on the same terms as this Opt-in Agreement to enable *us* to complete the Works contemplated by this Opt-in Agreement.

4 Initiation of Works

- 4.1 *We* may, at *our* absolute discretion, choose when to commence the Works.
- 4.2 A delay in the commencement of the Works of any duration will not amount to abandonment of the Property, or abandonment or frustration of the Opt-in Agreement.

5 Breach of this Opt-in Agreement and Termination

Expiry of Term

- 5.1 This Opt-in Agreement expires at the end of the Term.

Material breach

- 5.2 If either party breaches a material term or condition of this agreement and fails to rectify the breach within 25 Business Days of receiving written notice of the breach, the non-defaulting party may, at its sole discretion, terminate this agreement by giving written notice to the defaulting party.

Termination rights

- 5.3 Either party may terminate this agreement by giving written notice to the other party in the event that:
 - 5.3.1 *you* vacate the premises without assigning this Opt-in Agreement to a third party with *our* consent; or
 - 5.3.2 the other party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

Requirement to correct breach

- 5.4 If a party breaches an obligation under this Opt-in Agreement, the other party may give the party in breach a notice describing the breach and requiring its correction within a time specified in the notice.
- 5.5 The defaulting party must reimburse the non-defaulting party for any costs reasonably and properly incurred by the non-defaulting party in correcting the breach.
- 5.6 Nothing in clauses 5.4 - 5.5 affects any other right of the non-defaulting party in respect of that breach.

Insolvency



- 5.7 A party may terminate this Opt-in Agreement if the other party is insolvent.

No loss of rights

- 5.8 If a party brings an action for damages, that does not affect that party's right to terminate the Opt-in Agreement.
- 5.9 Your right to damages is not affected by any of the following:
- 5.9.1 your termination of this Opt-in Agreement; or
 - 5.9.2 your accepting our repudiation of this Opt-in Agreement; or
 - 5.9.3 anything that amounts to a surrender of this Opt-in Agreement.

Effect of Termination

- 5.10 Where this agreement terminates for any reason other than the Completion of Works, we will not offer you the Reduced Tariff under any supply arrangement to provide electricity to the Property.

6 Notices

- 6.1 A notice, consent, information or request that must or may be given or made to a party under this Opt-in Agreement is only given or made if it is:
- 6.1.1 delivered or posted to that party at the address stated in the Contract Particulars; or
 - 6.1.2 emailed to that person at the email address stated in the Contract Particulars,
- or to such other address or email (as the case may be) that has been notified by that party to the other parties in writing, from time to time.

Receipt and effect

- 6.2 A notice, consent, information or request is to be treated as given or made at the following time if it is:
- 6.2.1 delivered, when it is left at the relevant address;
 - 6.2.2 sent by post, 3 Business Days after it is posted;
 - 6.2.3 sent by email, as soon as it is sent providing that an automated notice of failed delivery is not received by the sender within 12 hours of sending the email.

- 6.3 If:

- 6.3.1 a notice, consent, information or request is delivered; or
 - 6.3.2 the email enters the recipient's information system,
- after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00am the next Business Day.

7 Damage and repairs

Our responsibilities

- 7.1 We are responsible for and must rectify all physical damage to the Property caused by our acts or wrongful omissions, except to the extent:
- 7.1.1 such damage is an ordinary consequence of the installation of the Roof Top Solar Installations where such installation is conducted in accordance with Good Electricity Industry Practice; or
 - 7.1.2 such damage arises in relation to any act or omission by you or any of your Permitted Persons.

8 Opt out

Opt Out Fee

- 8.1 Provided that at the time you remain a participant in our Program and are buying your electricity from us under our Retail Contract, you may ask us to remove the Roof Top Solar Installation from the Property under the terms of the easement.
- 8.2 You agree and acknowledge that the Opt Out Fee will be payable in advance if you instruct us to remove the Roof Top Solar Installation.
- 8.3 When you choose to opt out we will:
- 8.3.1 provide you with an invoice for the Opt Out Fee;
 - 8.3.2 attend the Property and remove the Roof Top Solar Installation;
 - 8.3.3 remove the Reduced Tariff discount from your Retail Contract to supply electricity to the Property.
- 8.4 This clause survives termination of this Opt-in Agreement.

9 GST



9.1 If GST is or will be imposed on a Supply made by *us* under or in connection with this document (including costs required to be reimbursed or indemnified under this document), we may, to the extent that the consideration otherwise provided for in that Supply under this document is not stated to already include an amount in respect of GST on the Supply:

9.1.1 increase the consideration otherwise provided for that Supply under this document by the amount of that GST; or

9.1.2 otherwise recover from the *you* the amount of that GST.

9.2 The recovery of any amount in respect of GST by *us* under this document on a Supply is subject to the issuing of the relevant Tax Invoice or Adjustment Note to *you*. Subject to any other provision of this document, *you* must pay any amount in respect of GST within 7 days of the issuing of the relevant Tax Invoice or Adjustment Note to *you*.

9.3 Despite clause 9.1, if a party is entitled under this document to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this document, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified.

9.4 Where the consideration for a Taxable Supply under this document is not, or is not expressed, as an amount of money, we will provide *you* with a Tax Invoice for that Supply based on the GST inclusive market value of the consideration of the Supply as determined in good faith by *us*.

9.5 Without affecting the obligations of the parties under this document, this document is not a document notifying an obligation to make payment and is not a Tax Invoice under the GST Act.

10 Disputes

Negotiation

10.1 If there is a dispute arising out of or in connection with this Opt-in Agreement, then within 15 Business Days of *you* or *us* notifying the other in writing of the dispute, a representative from each (**Nominated Person**) must meet in good faith to resolve the dispute by joint negotiations in person.

10.2 At the meeting the Nominated Persons may be represented by their professional advisors or consultants and the meeting will be without prejudice except to the extent of any agreements made, recorded and signed by the attendees.

Mediation

10.3 If a dispute arising out of or in connection with this Opt-in Agreement is unable to be resolved in accordance with clauses 10.1 and/or 10.2, at the request of either of the parties, the dispute is to be determined:

10.3.1 by an independent mediator, as agreed between the parties; or

10.3.2 if the parties cannot agree on the appointment of an independent mediator within 10 Business Days, they must request that the chairperson of the Resolution Institute of Australia (or the chairperson's delegate) appoint an independent mediator with appropriate experience in relation to the subject matter of the dispute.

10.4 The independent mediator must within 10 Business Days after their appointment convene a meeting between the Nominated Persons for the purpose of resolving the dispute.

10.5 Each Nominated Person must:

10.5.1 attend the mediation; and

10.5.2 act reasonably and in good faith to resolve the dispute.

10.6 Each party to the dispute must pay their own costs in relation to the mediation.

10.7 The parties must co-operate to ensure the resolution of the dispute is carried out as quickly as reasonably possible.

10.8 The role of the independent mediator is to assist in negotiating a resolution of the dispute, not to make a decision that is binding on a party to a dispute unless the parties agree in writing.

Continuation of rights and obligations

10.9 Despite the existence of a dispute or difference each party must continue to perform its obligations under this Opt-in Agreement.



11 General

Variation

11.1 This Opt-in Agreement, including the Contract Particulars, can only be varied by the parties in writing, signed by all of the parties.

Entire agreement

11.2 This Opt-in Agreement contains everything that the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document or anything said or done by another party (or a director, officer, agent or employee of that party) before this Opt-in Agreement was executed.

Severability

11.3 If:

11.3.1 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;

11.3.2 any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Opt-in Agreement, but the rest of this Opt-in Agreement is not affected; and

11.3.3 the removal of a clause or part of a clause under clause 11.3.2 materially alters the commercial allocation of benefit and risk (or management of risk) under this Opt-in Agreement, the parties agree to negotiate in good faith to amend or modify the terms of the Opt-in Agreement as may be necessary or desirable having regard to the original terms of the bargain and the prevailing circumstances.

Waiver

11.4 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this Opt-in Agreement does not amount to a waiver of that party's right to do it.

11.5 A waiver by a party is only effective if it is in writing.

11.5.1 A written waiver by a party is:

- (a) only effective in relation to the particular obligation or breach in respect of which it is given; and
- (b) is not to be taken as an implied waiver of:
 - (i) any other obligation or breach; or
 - (ii) that obligation or breach in relation to any other occasion.

Further co-operation

11.6 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Opt-in Agreement.

Relationship of the parties

11.7 This Opt-in Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties.

11.8 No party is liable for an act or omission of another party, except to the extent set out in this Opt-in Agreement.

Governing law and jurisdiction

11.9 This Opt-in Agreement is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of the jurisdiction by those courts on any basis.

Execution of separate documents

11.10 This Opt-in Agreement is properly executed if each party executes this document or an identical document. In the former case, this Opt-in Agreement takes effect when the last party executes this document. In the latter case, this Opt-in Agreement takes effect when the last of the identical documents is executed.

11.11 Evidence of execution of this Opt-in Agreement by a party may be shown by email or a PDF copy of this document.

No merger

11.12 The provisions of this Opt-in Agreement do not merge with any action performed or document executed by any party for the performance of this Opt-in Agreement.

Third party rights



11.13 A person who is not a party to this Opt-in Agreement does not have any rights under or in connection with it.

Exclusion of contrary legislation

11.14 To the full extent permitted by Law, any legislation that adversely affects a right, remedy or obligation of a party, under or relating to this Opt-in Agreement is excluded.



Signed by the **Landholder** or for and on behalf of
the **Landholder** by his/her duly authorised representative:

Signed for and on behalf of **Eglinton Village Energy**
by its duly authorised representative:

Sign _____

Sign _____

Name
(print) _____

Name
(print) _____

Date _____

Date _____