WISEUP ENERGY SOLUTIONS

Terms and Conditions

The smarter way to manage energy

These terms and conditions are between Glaf Pty Ltd ACN 075949941 ABN 99075949941 trading as WiseUp Energy Solutions (**WiseUp**, **we**, **us**, **our**) and the client identified in the Proposal (**you**, **your**). Together with your Proposal and any Letter of Authority, they form our agreement with you.

Version 4.0, effective 21 October 2026. This version replaces all earlier versions for engagements accepted on or after the effective date. The current version, and earlier versions, are published at www.wiseupenergy.com/terms-and-conditions.

These terms at a glance

This summary is a guide only. The full terms below are what apply.

We are commission-free and independent	We are paid only by you. We never accept payments, commissions or incentives from energy retailers or anyone else, and we are 100% independent of all energy retailers.
What these terms cover	Part A applies to every service we provide. Part B contains a schedule of extra terms for each service: Energy Procurement, Energy Cost Support, Energy Bill Audits, CORE Energy Management Plans (CORE, CORE Plus, CORE Ultimate and CORE Portfolio), and the WiseUp Dashboards.
How you accept	You accept these terms by signing and returning your Proposal (including electronically) or by instructing us to start work.
Our fees	Fees are fixed and set out in your Proposal, exclusive of GST. CORE fees are quoted per NMI. We never charge success fees or take a share of money we recover for you.
Your CORE service	CORE, CORE Plus and CORE Ultimate run for an initial term of 12 or 24 months and renew automatically for a further 12 months unless either of us gives 30 days written notice before the term ends. CORE Portfolio runs for 24 months unless your Proposal says otherwise, then continues month to month until either of us gives 60 days written notice.
We never sign contracts for you	We negotiate and advocate on your behalf, but no energy, metering or supply contract is ever entered into without your prior written approval.
Your data stays yours	You keep ownership of your data, you have your own portal login, and you can download your bills and meter data at any time. The source data always remains in your own retailer and metering accounts.

Ending the agreement	Either of us can end the agreement on 30 days written notice, and immediately for serious unremedied breach or insolvency. CORE plans have the term rules in Schedule 4.
If something goes wrong	Your rights under the Australian Consumer Law are preserved. Our complaints and dispute resolution process is in clause 14.

Part A: General Terms

Part A applies to all Services we provide to you.

1. Definitions and interpretation

1.1 In this agreement:

Add-On Service means an optional service you may select in the Proposal in addition to a CORE Plan, including the Dashboards described in Schedule 5.

Agreement means these terms and conditions, the Proposal and any Letter of Authority, together with any schedule that applies to a Service you have engaged us to provide.

Bill Watch means the automated and human checking of each Energy bill received through your data feeds, as described in Schedule 4.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Confidential Information means information of a party that is by its nature confidential, is identified as confidential, or the other party knows or ought to know is confidential. It does not include information that is publicly available other than through a breach of this Agreement.

CORE Foundation means the inclusions common to every CORE Plan, as described in clause S4.2(a).

CORE Plan or **Plan** means the ongoing Energy management service described in Schedule 4, being CORE, CORE Plus, CORE Ultimate or CORE Portfolio as selected in your Proposal.

CORE Portfolio means the bespoke CORE Plan for multi-site clients described in clause S4.2(d).

Dashboard means the Energy Cost Dashboard or the Solar Dashboard described in Schedule 5, and **Dashboards** means both.

Data Feed means an automated feed of your Energy bills, interval or meter data, account or contract information established with a Third Party Stakeholder on your behalf.

Deliverables means the reports, analyses, models, recommendations, dashboards and other materials we prepare for you in performing the Services.

Energy means electricity, natural gas, LPG and any other energy commodity or related service identified in the Proposal.

Fees means the fees for the Services set out in the Proposal, together with any additional fees agreed under this Agreement.

Letter of Authority means the authority you sign permitting us to deal with Third Party Stakeholders on your behalf as described in clause 6.

Plan Term means the initial term of your CORE Plan under clause S4.12 and each renewal term under clause S4.14 or, for CORE Portfolio, each month of continuation under clause S4.14A.

Portal means the online analytics environment through which we make your Energy information available to you as part of a CORE Plan.

Procurement Discount means the discount on our procurement Fees described in clause S4.18.

Priority Support means the commitment as to when we begin work on your request, applying to CORE Plus and CORE Ultimate under clause S4.3.

Proposal means the written proposal we issue to you describing the Services, the Sites, the Fees, the Plan selected and any special conditions.

Services means the services described in the Proposal, which may include Energy Procurement (Schedule 1), Energy Cost Support (Schedule 2), Energy Bill Audits (Schedule 3), a CORE Plan (Schedule 4) and the Dashboards (Schedule 5).

Site means a premises identified in the Proposal, by its NMI (electricity National Metering Identifier), MIRN (gas Metering Identification Reference Number) or other supply point identifier.

Third Party Stakeholder means any party holding information relevant to the Services or with whom we may need to deal in performing them, including energy retailers, distribution network service providers, metering coordinators, metering providers, meter data agents, embedded network operators, landlords, body corporates, the Australian Energy Market Operator (AEMO) and government or regulatory bodies.

1.2 In this Agreement, the singular includes the plural and vice versa, headings are for convenience only, a reference to legislation includes any amendment or replacement of it, and no rule of interpretation applies against us only because we prepared this Agreement.

1.3 If there is any inconsistency, the order of precedence is: any special conditions or bespoke terms recorded in the Proposal, then the applicable schedule in Part B, then Part A.

1.4 Descriptions of the Services in our brochures, website and other marketing material are a guide only and do not form part of this Agreement except to the extent they are reproduced in the Proposal.

2. Acceptance and how our agreement is formed

2.1 You accept this Agreement, and it becomes binding, on the earliest of you:

(a) signing and returning the Proposal, including by electronic signature;

(b) confirming your acceptance in writing, including by email; or

(c) instructing us to commence the Services.

2.2 Where the Proposal is issued through an electronic signing platform, the selections you make in that document, including your plan, your billing choice and any optional add-on, form part of the Proposal and are binding on you.

2.3 The version of these terms current at the date of the Proposal applies to that engagement. The current version and all earlier versions are published at www.wiseupenergy.com/terms-and-conditions, and your Proposal states which version applies.

2.4 Content on our website, including the free Energy Health Check and Let's Talk Savings session, is provided under the separate published terms in Part C and does not form an engagement under this Agreement.

3. Our independence and commission-free commitment

This clause records the promise at the centre of how we work.

3.1 You acknowledge, and we warrant, that:

(a) we do not receive any payments, commissions, referral fees or other incentives from Energy retailers or any other Third Party Stakeholder;

(b) we are 100% independent of all Energy retailers;

(c) our only remuneration is the fees you pay us, so our advice is given solely in your interests; and

(d) we never charge success fees or take any share of savings, refunds or credits we identify or recover for you.

3.2 If circumstances ever arise in which a payment described in clause 3.1(a) is offered to us, we will decline it and disclose the offer to you.

4. Our Services and the Proposal

4.1 We will perform the Services described in your Proposal with due care and skill, using the standard of diligence reasonably expected of an experienced independent energy consultancy in Australia.

4.2 The Services apply only to the Sites listed in the Proposal or later agreed in writing. Additional Sites or services can be added by a variation to the Proposal or a new Proposal.

4.3 Where the Proposal names related bodies corporate, franchisees or other entities of yours, "you" includes those entities. The entity accepting this Agreement warrants that it has authority to bind them and to authorise us to obtain their Energy data, and it is responsible for payment of all Fees across all covered Sites, unless the Proposal states that each entity is invoiced for, and responsible for, the Fees for its own Sites only.

4.4 Our Deliverables are prepared for you, for the purpose described in the Proposal, based on the information available to us at the time. Market prices, tariffs and regulatory settings change, so a Deliverable speaks only as at its date.

4.5 Where the Proposal records a substitution of an inclusion (expressed as "in place of [inclusion], your plan includes [replacement]"), the substitution applies for the Plan Term. The plan name and Fee are not changed by a substitution, and no individual inclusion is separately priced, valued or deducted.

5. Your obligations

5.1 Because we use past Energy consumption as an indicator of future consumption, you must provide us with your Energy bills for the previous 12 months for each Site, together with your current retail contracts, metering contracts and interval data where available.

5.2 Where fewer than 12 months of bills (or fewer than four quarterly bills) are available for a Site, you acknowledge that we will need to estimate usage over a 12-month period and that our analysis may be less accurate as a result.

5.3 If you do not hold documentation we need, you authorise us to obtain it from Third Party Stakeholders on your behalf. Any third-party charges for obtaining that documentation are a disbursement under clause 8.6, and we will obtain your approval of the expected cost before incurring it.

5.4 You are responsible for ensuring that all information you (or anyone on your behalf) provide to us is accurate and complete, and you acknowledge that we will rely on it in performing the Services.

5.5 You must tell us promptly about anything likely to affect the Services, including a change in ownership or occupancy of a Site, a new or closed Site, a change of retailer, a change to your credit position relevant to a retail agreement, or any existing arrangement of the kind described in clause 7.2.

5.6 Where the Services include a CORE Plan, you must also:

(a) do the things reasonably necessary to allow Data Feeds to be established and maintained, including signing authorities, confirming account details and, where a retailer requires it, confirming instructions directly with that retailer;

(b) tell us promptly if you change retailer, open or close an account, or become aware that bills or data have stopped arriving; and

(c) keep your Portal login credentials secure, ensure they are used only by people authorised by you, and tell us promptly if a user should no longer have access.

6. Authority to act and Letter of Authority

6.1 So that we can perform the Services, you agree to sign a Letter of Authority authorising us to deal with Third Party Stakeholders on your behalf.

6.2 Under the Letter of Authority, we may, on your behalf:

(a) obtain your Energy bills, contracts, metering details, interval data and account information;

(b) establish, maintain and re-establish Data Feeds for the ongoing delivery of that information;

(c) request information, pricing and offers;

(d) negotiate prices, tariffs, contract terms and metering arrangements; and

(e) lodge, manage and pursue billing disputes, overcharge claims and refund requests.

6.3 We have no authority to enter into, sign or execute any retail, metering, supply or other contract on your behalf, and we will never do so. No contract will be entered into with any Third Party Stakeholder without your prior written approval.

6.4 Nothing in this Agreement creates a partnership, employment relationship or general agency between the parties beyond the limited authority described in this clause 6.

6.5 You may revoke or vary a Letter of Authority at any time by written notice, but you acknowledge that doing so may prevent us from performing some or all of the Services, including maintaining your Data Feeds, and does not reduce the Fees payable for the balance of a Plan Term.

7. Conflicts of interest and competing authorities

7.1 We will avoid conflicts of interest. If an actual or potential conflict arises in relation to your engagement, we will disclose it to you promptly and agree with you how it will be managed before continuing the affected work.

7.2 You must disclose to us any existing broker, consultant or intermediary arrangement, and any current letter of authority you have given to anyone else in relation to your Energy accounts, and where necessary revoke competing authorities. Competing authorities are a common cause of delay and confusion with retailers, and can prevent Data Feeds from being established.

8. Fees, invoicing and payment

8.1 The Fees are set out in the Proposal and are exclusive of GST. GST will be added to invoices at the prevailing rate.

8.2 CORE Plan Fees are quoted **per NMI**: per annum for CORE, CORE Plus and CORE Ultimate, and per month for CORE Portfolio. Where a multi-site adjustment applies, it is stated in your Proposal. Multi-site pricing is quoted at the time of the Proposal and is not a published or continuing entitlement.

8.3 For one-off engagements, unless the Proposal says otherwise, we will invoice you a deposit of 60% of the Fees on acceptance of the Proposal, and the deposit is payable before we are required to commence the Services. The remaining 40% of the Fees will be invoiced on completion of the Services and is payable before we are required to release the Deliverable. Fees for a CORE Plan are invoiced as set out in Schedule 4, and Fees for the Dashboards as set out in Schedule 5.

8.4 If you ask for services beyond the scope of the Proposal, we may agree to provide them for an additional fee on these terms. We will confirm the additional scope and fee in writing before starting that work.

8.5 Invoices are payable within 14 days of issue unless the Proposal states a different period.

8.6 Reasonable third-party costs we incur with your prior approval in performing the Services (for example, charges by a metering provider for historical interval data) are disbursements, payable by you at cost.

8.7 If an invoice remains unpaid after its due date, we may: (a) charge interest on the overdue amount at 10% per annum, calculated daily; (b) recover our reasonable costs of collection; and (c) suspend the Services under clause 13.5. We will always contact you before taking any of these steps.

8.8 For a CORE Plan, Fees may be reviewed once in each 12-month period as set out in clause S4.17. The same review mechanism applies to Dashboard fees under clause S5.3.

8.9 Except as expressly stated in this Agreement (including Schedule 1), Fees are not refundable once the relevant Services have been performed, and Plan Fees are not refundable for any part of a Plan Term in which the Plan was available to you.

9. Confidentiality

9.1 Each party must keep the other party's Confidential Information confidential, use it only for the purposes of this Agreement, and not disclose it except: (a) to its officers, employees and professional advisers who need it and are bound to keep it confidential; (b) as required by law, a regulator or a stock exchange; or (c) with the other party's prior written consent.

9.2 On request after this Agreement ends, each party will return or destroy the other party's Confidential Information, except copies required to be retained by law or kept in routine backups.

10. Privacy and data handling

10.1 We handle personal information in accordance with the Privacy Act 1988 (Cth) and our privacy policy published on our website.

10.2 You consent to us collecting information about you and your Energy accounts from Third Party Stakeholders, including through Data Feeds, for the purpose of performing the Services.

10.3 We retain Energy bills, interval data and related records for as long as needed to perform the Services and to meet our legal and insurance obligations.

10.4 You consent to us using your Energy data on a de-identified and aggregated basis for benchmarking and market analysis, including the comparisons against other Energy users that form part of our Deliverables. De-identified data will never identify you or any of your Sites.

10.5 We use reputable third-party platforms to store and analyse data and to host the Portal and the Dashboards. We remain responsible for our subcontractors and service providers under clause 15.3, and we will tell you which platforms we use on request. Telling you which platform we use does not give you any right to use it other than through the Portal licence in clause S4.5.

10.6 The source data underlying the Services always remains in your own retailer, metering and market accounts. Nothing in this Agreement prevents you from accessing that source data directly, at any time, independently of us.

11. Intellectual property and use of reports

11.1 You retain ownership of the data and materials you provide to us, and of your Energy data obtained on your behalf, and you grant us a licence to use them to perform the Services and as permitted by clause 10.

11.2 We retain ownership of our methodologies, templates, models, benchmarking data, know-how, the Portal, the Dashboard template and all intellectual property we bring to or develop in performing the Services.

11.3 On payment of the applicable Fees, we grant you a perpetual, non-exclusive, non-transferable licence to use the Deliverables for your own internal business purposes, including sharing them with your board, auditors and professional advisers. This clause does not apply to your right to *access* the Portal or the Dashboard, which is licensed under clause 11.4. Reports, exports and other materials you have taken from the Portal or the Dashboard while your licence was current remain yours to use under this clause 11.3.

11.4 Your right to access the Portal and the Dashboard is a licence for the Plan Term and the further period allowed by clause S4.21(a), and ends as set out in clause S4.21.

11.5 You must not provide any Deliverable, in whole or in part, to any Energy retailer, broker, consultant or other energy intermediary without our prior written consent. This protects the value of our independent analysis for you and our other clients.

12. Liability and the Australian Consumer Law

12.1 Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

12.2 Where the law permits us to limit our liability for breach of a non-excludable guarantee, our liability is limited, at our option, to resupplying the Services or paying the cost of having the Services resupplied.

12.3 Subject to clauses 12.1 and 12.2, our total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise, is limited to the total Fees paid by you to us in the 12 months immediately before the event giving rise to the claim.

12.4 To the extent permitted by law, neither party is liable to the other for loss of profits or revenue, loss of anticipated savings, loss of goodwill, business interruption or any indirect or consequential loss.

12.5 Each party's liability is reduced proportionately to the extent that the other party's acts or omissions caused or contributed to the loss.

12.6 You acknowledge that in performing the Services we necessarily rely on information and documentation obtained from you and from Third Party Stakeholders being accurate and being delivered, and that we are not responsible for errors or omissions in our Deliverables to the extent they result from inaccurate, incomplete or undelivered information provided by you or by a Third Party Stakeholder, including a failure or interruption of a Data Feed outside our reasonable control.

12.7 Savings and cost outcomes depend on market conditions, your consumption and the decisions you make. Any savings estimates in Deliverables are estimates only and are not a guarantee of future outcomes.

13. Term, termination and suspension

13.1 This Agreement starts when you accept it under clause 2 and continues until all Services are completed or it is ended under this clause 13. A CORE Plan has the term set out in Schedule 4.

13.2 Either party may end this Agreement for convenience on 30 days written notice. For a CORE Plan, the term and cancellation rules in Schedule 4 apply.

13.3 Either party may end this Agreement immediately by written notice if the other party: (a) commits a material breach that cannot be remedied; (b) commits a material breach that can be remedied but does not remedy it within 14 days of written notice; or (c) becomes insolvent, enters administration, liquidation or bankruptcy, or a receiver is appointed to it.

13.4 If this Agreement ends: (a) Fees for Services performed up to the end date, and any Fees payable under clause S4.16, remain payable; (b) Deliverables already paid for will be released to you; (c) Portal and Dashboard access ends in accordance with clause S4.21; (d) each party will return or destroy the other's Confidential Information on request under clause 9.2; and (e) clauses 3, 8, 9, 10, 11, 12, 14 and 15 survive.

13.5 We may suspend the Services if an invoice remains unpaid 14 days after we have notified you that it is overdue, or if we cannot obtain information we reasonably need despite requesting it. We will resume the Services promptly once the issue is resolved. Suspension does not extend the Plan Term or reduce the Fees payable.

14. Complaints and dispute resolution

14.1 If you have a complaint about our Services, please tell us. We take complaints seriously and will handle them in accordance with our dispute resolution policy, available on our website or from us on request. We will acknowledge your complaint promptly, respond within the timeframes in that policy, and explain the outcome and our reasons.

14.2 If a dispute arises under this Agreement, a party must give the other written notice of the dispute. Senior representatives of each party will then meet (in person or by phone or video) within 7 days and use good faith efforts to resolve it within 30 days.

14.3 If the dispute is not resolved under clause 14.2, either party may refer it to mediation before commencing court proceedings, except that either party may seek urgent interlocutory relief at any time.

14.4 While a dispute is on foot, both parties will continue to perform their obligations under this Agreement so far as reasonably practicable.

15. General

15.1 Force majeure. Neither party is liable for delay or failure to perform (other than an obligation to pay money) caused by events beyond its reasonable control, including natural disasters, epidemics, industrial action, failures of utilities, communications networks or third-party platforms, or acts of government. The affected party must notify the other and take reasonable steps to minimise the impact.

15.2 Assignment. Neither party may assign this Agreement without the other's prior written consent, which must not be unreasonably withheld.

15.3 Subcontracting. We may subcontract parts of the Services, but we remain fully responsible for the performance of any subcontractor and for their compliance with clauses 9 and 10.

15.4 Notices. Notices must be in writing and may be given by email to the addresses in the Proposal (for you) and to info@wiseupenergy.com (for us). An emailed notice is taken to be received when sent, unless the sender receives an automated message that it was not delivered.

15.5 Governing law. This Agreement is governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.

15.6 Entire agreement. This Agreement is the entire agreement between the parties about its subject matter and supersedes all earlier discussions and arrangements.

15.7 Variation. A variation to this Agreement is effective only if in writing and agreed by both parties. We may update these terms from time to time for future engagements; the version applying to your engagement is fixed under clause 2.3.

15.8 Severability. If any part of this Agreement is unenforceable, it is severed and the rest remains in force.

15.9 Waiver. A right under this Agreement is only waived by written notice from the party granting the waiver.

Part B: Service Schedules

A schedule applies only if the Proposal includes the corresponding Service. Each schedule adds to, and where inconsistent prevails over, Part A for that Service.

Schedule 1: Energy Procurement

S1.1 Scope. Energy Procurement may include, as set out in the Proposal:

(a) preparing, lodging and managing a competitive tender to Energy retailers;

(b) direct negotiation with retailers where a full tender is not the best fit;

(c) negotiations with landlords, body corporates and embedded network operators for Sites within embedded networks; and

(d) negotiating direct metering agreements with metering providers.

S1.2 Deliverables. Our procurement Deliverables will include our analysis of the offers received, a comparison against your current arrangements and against what other Energy users pay in similar circumstances, our review of your meter classifications and tariffs, and our recommendation.

S1.3 Your decision. The decision to accept any offer is always yours. Consistent with clause 6.3, you (not we) execute any retail, metering or supply agreement. Before you sign, you should satisfy yourself as to the retailer's terms and conditions; we will explain them and answer your questions as part of the Services.

S1.4 Market processes. You acknowledge that retail offers are typically valid only for a short window, that commencement of supply is subject to market transfer rules and the retailer's onboarding processes (including credit assessment), and that delays in your instructions may mean an offer lapses and needs to be re-priced. We reserve the right to charge a re-tender fee, which we will confirm in writing before that work starts.

S1.5 Refund promise. If a retail agreement we recommend does not proceed because the retailer cancels or withdraws it within 30 days of our recommendation for reasons unrelated to you, we will refund 100% of the Fees for that procurement engagement. This refund does not apply where the cancellation results from your credit position, a change in your ownership or circumstances, inaccurate or incomplete information provided by you, or your delay in accepting the offer. If you choose not to proceed with a recommended agreement, the Fees for the engagement remain payable.

S1.6 Procurement Discount. Where you hold a CORE Plan that earns the Procurement Discount under clause S4.18, the discount applies to our Fees for procurement work performed during the Plan Term. The discount applies to our Fees only. It never applies to prices, charges or terms offered by a retailer or any other Third Party Stakeholder.

Schedule 2: Energy Cost Support

S2.1 Scope. Energy Cost Support may include, as set out in the Proposal:

- bill and tariff reviews;
- checking that you are on the most suitable tariff and meter classification;
- energy budgeting and forecasting;
- contract compliance checks against your retail and metering agreements;
- advocacy with retailers and other Third Party Stakeholders on billing and contract issues.

S2.2 Forecasts. Budgets and forecasts are estimates based on your historical consumption, current tariffs and market information available at the time. They are a planning tool, not a guarantee of future costs.

S2.3 Advocacy. Where the Services include advocacy, we act under the limited authority in clause 6. Outcomes of negotiations and disputes depend on Third Party Stakeholders and cannot be guaranteed, but we will pursue them diligently and keep you informed.

Schedule 3: Energy Bill Audits and cost recovery

S3.1 Scope. An Energy Bill Audit is our analysis of your Energy bills, contracts, tariffs and metering data for the Sites and the audit period set out in the Proposal, to detect billing errors, incorrect tariff or meter classifications, contract non-compliance and overcharges.

S3.2 Your obligations. You must provide, or authorise us to obtain, your historical bills, contracts and interval or meter data for the audit period. The completeness of this data directly affects what an audit can find.

S3.3 Recovery claims. Where the Proposal includes cost recovery, you authorise us under clause 6 to lodge and pursue refund claims and billing disputes with the relevant Third Party Stakeholders for errors identified in the audit, for the claim period set out in the Proposal.

S3.4 Recovered money is yours. All refunds, credits and other recovered amounts belong to you in full. Recoveries are typically paid or credited by the retailer directly to your account. Consistent with clause 3, our Fees for audit and recovery work are fixed and we never take a percentage of any recovery.

S3.5 Credits and reversals. A recovery may be applied by a retailer as a credit to your account rather than a cash refund; both are recoveries. If a retailer later reverses a credit, that reversal does not entitle you to a refund of Fees. We can assist you to dispute a reversal as part of an existing engagement or as an additional service under clause 8.4.

S3.6 No findings. An audit that finds your bills are correct is still a completed audit, and the Fees remain payable. Confirmation that you are being billed correctly is itself a valuable outcome.

Schedule 4: CORE Energy Management Plans

S4.1 The Plans. A CORE Plan is our ongoing Energy management service. Every Plan sits on the same CORE Foundation. CORE, CORE Plus and CORE Ultimate differ in how hands-on we are; CORE Portfolio is shaped for each multi-site client. The Plan you have selected, the Sites it covers, the Fees and the Plan Term are set out in your Proposal.

S4.2 Inclusions.

(a) CORE: the Foundation. Every Plan includes:

- access to the Portal for your Sites, bringing your bills, usage, contracts and tariffs into one place;
- automated Data Feeds for Energy bills and, where available, daily meter data;
- Bill Watch on every bill received through your Data Feeds;
- self-serve reporting through the Portal;
- the ability to download your bills and interval data;
- Scope 2 electricity emissions data for your Sites; and
- ongoing tracking and updating of the prices that apply to your Sites (tariff rates, loss factors and contract changes), updated as they change.

(b) CORE Plus. Everything in CORE, plus:

- twice-yearly network tariff reviews, with any switch project-managed end to end (clause S4.8);
- an annual cost review (clause S4.9); and
- Priority Support at the CORE Plus level (clause S4.3).

(c) CORE Ultimate. Everything in CORE Plus, plus:

- ongoing optimisation of your Energy costs;
- contract and renewal management;
- investigation and recovery of billing errors (clause S4.10);
- regular reviews with plain-English reporting; and
- Priority Support at the CORE Ultimate level (clause S4.3).

(d) CORE Portfolio. A bespoke Plan for multi-site clients, usually with more than 10 NMIs. Everything in CORE, plus:

- twice-yearly network tariff reviews, with any switch project-managed end to end (clause S4.8);
- a pool of energy cost support hours each month, as set out in your Proposal, used or lost each month, with additional hours at the rate in your Proposal;
- full audits of bills flagged by Bill Watch, up to the number set out in your Proposal; and
- any other inclusions recorded in your Proposal.

CORE Portfolio Fees are charged per NMI per month and invoiced monthly, with no monthly billing premium.

(e) The inclusions that apply to you are those recorded in your Proposal. Where the Proposal records a substitution, clause 4.5 applies.

S4.3 Priority Support. Priority Support is a commitment about when we start work on your request, not a commitment about when a matter will be resolved. On CORE Plus we will begin work on your request within two Business Days of receiving it. On CORE Ultimate we will begin work on your request within 24 hours of receiving it. Resolution times depend on Third Party Stakeholders and cannot be guaranteed. Requests that fall outside your Plan inclusions are chargeable under clause 8.4, and we will tell you before that work starts.

S4.4 Bill Watch. Bill Watch is our checking of each Energy bill received through your Data Feeds against your contracted rates, tariff assignment, meter configuration and expected usage, and our raising with you or with the retailer of anything that looks wrong. Bill Watch operates on bills we actually receive. It does not apply to a bill that a retailer has not issued, that is not delivered through a Data Feed, or that relates to a Site or account not covered by your Proposal. Bill Watch is a checking service; it is not a guarantee that every error will be detected or recovered.

S4.5 The Portal. We grant you a non-exclusive, non-transferable licence to access the Portal for your Sites during the Plan Term and the further period allowed by clause S4.21(a), for your own internal business purposes. You may nominate users; you are responsible for their use of the Portal and for keeping credentials secure. We aim to keep the Portal available at all times but do not warrant uninterrupted availability, and we may carry out maintenance, updates and changes to its features

from time to time. What we licence to you is access to the Portal, not the underlying platform, and we may change the platform on which the Portal is provided.

S4.6 Data Feeds. Establishing Data Feeds requires a current Letter of Authority and the cooperation of Third Party Stakeholders. Set-up times vary and are outside our control. Feeds can be interrupted or terminated by a retailer, a change of retailer, an account change, or a platform change. Where a feed fails, we will use reasonable efforts to re-establish it and will tell you if there is a gap in your data.

S4.7 Onboarding. A significant part of the work in a Plan is performed before you first log in: obtaining authorities, connecting feeds, and configuring your contracts, tariffs, meters and Sites. You acknowledge that this set-up work forms part of the Fees for the initial Plan Term and is not separately refundable.

S4.8 Network tariff reviews (CORE Plus, CORE Ultimate and CORE Portfolio). We will review the network tariff assignment for your Sites twice in each 12 months of the Plan Term. Where we identify a more suitable tariff, and you instruct us to proceed, we will project-manage the application and switch with the distributor. Tariff changes are subject to distributor eligibility rules, network approval and timing, and cannot be guaranteed.

S4.9 Annual cost review (CORE Plus and CORE Ultimate). Once in each 12 months of the Plan Term we will review your Energy data for savings opportunities, cost risks and errors, and report to you in plain English.

S4.10 Active management and recovery (CORE Ultimate). Where we identify a billing error on a Site covered by your Plan, we will investigate it and pursue recovery with the relevant Third Party Stakeholder under the authority in clause 6. Clauses S3.4 and S3.5 apply to any recovery: recovered money is yours in full, and we never take a percentage of it. Recovery work relating to periods before your Plan started, or to Sites not covered by your Plan, is a separate Energy Bill Audit engagement under Schedule 3.

S4.11 Sites. Fees are charged per NMI. Sites may be added during the Plan Term by written agreement, at the then-current per-Site rate, pro-rated to the end of the current Plan Term and co-terminating with it. If a Site is sold, closed or vacated during a Plan Term, tell us promptly; we will stop work on that Site, and unless we agree otherwise in writing the Fees for that Site remain payable for the balance of the current Plan Term.

S4.12 Initial term. CORE, CORE Plus and CORE Ultimate run for an initial term of 12 months from the commencement date set out in the Proposal, or 24 months where you have selected a 24-month term. CORE Portfolio runs for an initial term of 24 months unless the Proposal states a different term. A 24-month Plan Term comprises two annual cycles for the purposes of clauses S4.8, S4.9 and S4.17.

S4.13 Billing.

(a) You choose in the Proposal whether to pay annually in advance or monthly in advance. The annual rate is the rate stated in your Proposal.

(b) Where you choose monthly billing, the monthly rate stated in your Proposal applies. Unless your Proposal states otherwise, the monthly rate is higher than one twelfth of the annual rate, and the annual total payable under monthly billing is the monthly rate multiplied by twelve.

(c) Where your Proposal offers monthly billing as twelve equal instalments of the annual rate, that is a bespoke term agreed with you and recorded in the Proposal, and it applies for the Plan Term in which it is offered. It does not carry over to a renewal term unless the renewal Proposal says so.

(d) CORE Portfolio and the Dashboards are invoiced monthly, with no monthly billing premium.

(e) Monthly billing is a payment method, not a shorter commitment. Choosing monthly billing does not change the Plan Term or your obligation to pay for it.

(f) The first invoice is issued on or before the commencement date, and clause 8 applies to payment.

S4.14 Renewal. For CORE, CORE Plus and CORE Ultimate, at the end of the initial term, and at the end of each renewal term, the Plan automatically renews for a further **12 months** unless either party gives the other at least **30 days written notice** before the end of the current term that it will not renew. A 24-month Plan renews as a 12-month term unless a new 24-month term is agreed in writing;

where it renews as a 12-month term, the Procurement Discount continues to apply for that renewal term only if the Proposal or renewal notice says so.

S4.14A CORE Portfolio after the initial term. At the end of its initial term, CORE Portfolio continues month to month on the same terms and Fees (subject to clause S4.17) until a new Proposal is agreed or either party ends it by giving at least **60 days written notice**. Clause S4.14 does not apply to CORE Portfolio.

S4.15 Ending a Plan at the end of a term. Either party may end the Plan with effect from the end of the current term by giving at least 30 days written notice before that term ends. Fees remain payable up to the end of the current term.

S4.16 Cancellation during a term. If you cancel with effect from a date before the end of the current term (whether that is the initial term or a renewal term), other than for our unremedied material breach or under clause S4.17, the Fees for the remainder of that term remain payable, unless we agree otherwise in writing. This reflects that Plan pricing is set on the basis of the committed term and that the set-up work described in clause S4.7 is performed up-front.

S4.17 Annual fee review. Plan Fees may be adjusted once every 12 months, effective from each anniversary of the commencement date, in line with the annual change in the Consumer Price Index (All Groups, Brisbane) or as otherwise advised. We will give you at least 60 days written notice of any adjustment. If you do not wish to continue at the adjusted Fee, you may cancel by notice effective from the date the adjustment would take effect, and clause S4.16 will not apply to that cancellation.

S4.18 The Procurement Discount. Where you select a 24-month Plan Term, where you hold CORE Portfolio, or where the Proposal or a renewal notice expressly continues the Procurement Discount under clause S4.14, you receive a discount on our Fees for any procurement service we perform for you during that Plan Term:

Plan	Procurement Discount
CORE	10%
CORE Plus	20%
CORE Ultimate	30%
CORE Portfolio	20% to 50%, as set out in your Proposal

(a) The discount applies to our Fees only, and never to prices, charges or terms offered by a retailer or any other Third Party Stakeholder.

(b) The discount is not cumulative with any other discount unless we agree otherwise in writing.

(c) Selecting a 24-month Plan Term does not change the Plan Fee. It extends the term and creates the discount entitlement. For CORE Portfolio, the discount applies for as long as the Plan continues.

(d) If the Plan ends, the entitlement ceases from the date the Plan ends. Discounts already applied to completed engagements are not clawed back.

S4.19 Changing plans. You may upgrade your Plan at any time; the new Fee applies from the date of the upgrade, pro-rated to the end of the current Plan Term. A downgrade takes effect from the start of the next renewal term and requires at least 30 days written notice before the end of the current term.

S4.20 Transition from earlier subscriptions. If you hold an existing 365 Energy Cost Management subscription with us, that subscription continues on its existing terms until the end of its current term. At that point it will move to the CORE Plan recorded in a new or varied Proposal. Any transition arrangements agreed with you are recorded in that Proposal and take precedence under clause 1.3.

S4.21 What happens when a Plan ends. When a Plan ends:

(a) throughout the Plan you have your own Portal login and can download your bills and meter data at any time. Your Portal account sits under a subscribing adviser, which is us while you are with us;

(b) your Portal and Dashboard access continues for 30 days after the end date, so you can download your bills and meter data yourself. To keep your history going after that, your Portal account can move under another adviser who subscribes to the same platform;

(c) we will not maintain your Data Feeds after the end date; and

(d) we retain records in accordance with clause 10.3.

S4.22 Work in progress. If a procurement, tender or recovery engagement commenced during the Plan Term is still under way when the Plan ends, the Fees attributable to that engagement remain payable in full and we will, at your election, complete that engagement or hand it over in an orderly way.

Schedule 5: WiseUp Dashboards (optional add-ons)

S5.1 Scope. There are two Dashboards. The **Energy Cost Dashboard** is a live reporting view of your Energy across the Sites and entities set out in the Proposal, built by us for your business and updated each month with your actual bills and usage, presenting costs, budgets and variances in plain English. The **Solar Dashboard** shows the generation, on-site use and export of the solar systems at the Sites set out in the Proposal.

S5.2 Availability. Each Dashboard is an optional Add-On Service, available with CORE Plus, CORE Ultimate and CORE Portfolio (not CORE). It is not included in any Plan Fee.

S5.3 Fees. Each Dashboard fee is stated in your Proposal, priced per NMI per month and invoiced monthly with your Plan, with no monthly billing premium. The fee is quoted for the scope agreed at the time of the Proposal. Clause S4.17 (annual fee review) applies to Dashboard fees as it applies to Plan Fees.

S5.4 Dependencies. Monthly updating depends on the underlying bills and data being received. Where data for a period is not available, the Dashboard will show the most recent complete data and we will tell you what is missing.

S5.5 Changes to scope. Adding entities, Sites or reporting requirements after the Dashboard is built is a change of scope. We will confirm any additional fee in writing under clause 8.4 before that work starts.

S5.6 Intellectual property and term. A Dashboard prepared for you is a Deliverable under clause 11.3. The underlying template, design and methodology remain ours under clause 11.2. Dashboard access runs with your Plan Term and ends in accordance with clause S4.21.

Part C: Free Energy Health Check and Let's Talk Savings terms

These short terms are designed to be published on the website pages where visitors upload a bill or book a Let's Talk Savings session, with a tick box linking to them. They apply to those free services only and sit outside the signed Agreement above.

C1 The free Energy Health Check, Free Bill Check and Let's Talk Savings session (together, the **Free Review**) are high level and indicative only. They are based on the limited information you provide and are not a substitute for a full engagement. You should not rely on the Free Review as the basis for entering into, varying or ending any Energy contract.

C2 The Free Review is provided without charge and does not create an engagement between you and WiseUp. An engagement arises only when you accept a Proposal under our terms and conditions.

C3 We will treat the bills and information you upload as confidential, use them only to prepare your Free Review and to prepare a Proposal if you request one, and handle any personal information in

accordance with our privacy policy. We will delete your uploaded documents on request, and in any case within 12 months if you do not engage us.

C4 To the extent permitted by law (and without limiting any consumer guarantee under the Australian Consumer Law), we accept no liability for any loss arising from reliance on a Free Review.

C5 We do not receive commissions from Energy retailers, so a Free Review is independent. It may identify opportunities that would require a paid engagement to pursue; whether to proceed is entirely your choice, with no obligation.

Accepting these terms

Signing or returning your Proposal, confirming acceptance by email, or instructing WiseUp Energy Solutions to commence the Services constitutes acceptance of these terms and conditions (Version 4.0, effective 21 October 2026).

Signed for and on behalf of the Client

Name and position	
Signature	
Date	

WiseUp Energy Solutions | wiseupenergy.com | sharon@wiseupenergy.com | Brisbane, Australia