[ ] 2026

[name]
[email]
[address]

Agreement to Participate in the A Simple Shift trial

Your Incentive

Installer Details	[trade name installer]
Quote reference	[installers quote number]
Incentive amount	$[incentive amount]

Background

A. The trial is outlined on the A Simple Shift website - www.asimpleshift.co.nz (**Trial**). It runs from 1 June 2026 to 30 September 2028.

B. You, as a potential participant (**Participant**) in the Trial, have instructed an installer (as specified above) (**Installer**) to submit a quote (as specified above) to purchase, and install, compliant devices allowing the Participant to participate in the trial (**Quote**).

C. The Participant now requests to progress the purchase, and installation, of compliant device(s) and to receive the EECA funded incentive in respect of that purchase and installation specified above (**Incentive**).

D. This Agreement (**Agreement**) outlines the requirements for the Participant to be part of the Trial and to receive the Incentive.

What we expect from Participants

1. You are joining a trial
The Incentive is provided because you are helping test new ways of managing electricity demand.

2. You install approved Compliant Devices
To receive the Incentive, you must purchase, and have installed, by the Installer compliant devices (**Compliant Devices**) generally as set out at the Trial's website www.asimpleshift.co.nz and specifically the Compliant Devices set out in the Quote.

3. Your installed Compliant Devices must be automatically controlled to contribute to A Simple Shift Trial
Compliant Devices can be set to either automatically:

- respond to signals ("controlled") during the Trial peak demand periods (5pm-8pm, 1 June to 30 September), or
- operate every day during winter ("habitual") to reduce peak during the evening (5pm-8pm, 1 June to 30 September).

The Trial goal is to reduce peak demand during winter without affecting your everyday lifestyle. Outside Trial peak times (winter evenings), your Compliant Devices can support smarter energy use throughout the remainder of the year.

4. Your Compliant Devices must remain connected to the internet
Compliant Devices used in this Trial must remain connected to the internet. If you change your router or internet settings, we expect you to reconnect your Trial Compliant Devices as you would with your other devices connected to the internet.

5. You need to sign-up with a participating trader (retailer or flexibility service provider)
Participating retailers or flex service providers (**FSP**) will reward you for shifting energy during Trial peak periods. Depending on the retailer or FSP, this reward might vary. The list of retailers and FSPs participating in A Simple Shift will be published on asimpleshift.co.nz no later than 1 April 2027. (These rewards are separate from, and additional to, the Incentive.)

6. You allow access to energy data
To understand how the Trial is performing, we will collect and analyse Trial-related energy information. Your personal information will be protected in accordance with the Privacy Act 2020.

7. You provide us with information
Because this is a Trial and your experience will help shape future flexibility programmes, we need information about your household set-up and your Trial experiences. This is why we will ask each Trial participant to:

- complete an entry survey with your Installer. That will involve collecting information about the energy aspect of your house, such as insulation and type of heating
- participate in surveys and or interviews at a minimum of two intervals during the Trial to hear your experience of the Trial Compliant Devices and new services
- complete an exit survey. At the end of the Trial, we want to know how well it worked for you
- share feedback to help us understand how the Compliant Devices are performing, and
- assist with troubleshooting if issues arise.

8. You are committed for the duration of the Trial

The Trial will run until 30 September 2028. Participants are expected to remain in the Trial for its duration. If you:

- are not complying with the expectations of you, and the Trial Terms, set out in this agreement, or
- choose to leave from the Trial before 30 September 2028,

Powerco may require you to repay to Powerco in the period:

- up to 30 September 2027, the full amount of the Incentive, and
- on and from 30 September 2027 to 30 September 2028, half of the amount of the Incentive.

(If Powerco considers (acting reasonably) that you have a legitimate reason to leave the Trial (for example, you are selling the house where the Compliant Devices are installed) and you complete an exit survey, Powerco has the discretion to waive your obligation to repay any amount of the Incentive.)

Installation and incentive payment

After you sign this agreement, you officially become a Trial participant and the Incentive is allocated to you. Powerco will confirm to your Installer that you have entered into this agreement.

Your Installer will work with you to plan the installation and commissioning of the Compliant Device(s). During the installation process your Installer will run you through the entry survey.

Once your system is fully operational you will receive a final invoice from your Installer. At about the same time you will receive a **digital debit card** to pay the amount of the Incentive to the Installer. This digital debit card can only be used with the Installer to help pay that invoice.

Terms

The terms of your participation in the Trial are set out in this letter and on the following pages. The Terms cover:

- Collection and use of information.
- Control of the Compliant Devices.
- General terms.

Any questions about this agreement or the Trial in general can be directed to **homes@asimpleshift.co.nz**.

Signed as an agreement

Signed for and on behalf of **Powerco Limited**	**Signed** for and on behalf of **Participant**
Powerco Authorised signatory	Participant's signature
Name:	Name:
Position:	
Date:	Date:

Trial Terms

1. **Terms relating to Collection and Use of Information:**
   a. As part of the Trial, the Participant needs to provide information relating to their household electricity demand. This information will include the Participant's name, address, contact details, dwelling information, device details, meter information including ICP (installation control point) number and electricity consumption data, as well as:
      i. meter data from the installed smart device(s) including solar/battery inverter, home energy management system, smart heat pump, smart water heaters and the likes
      ii. inverter and smart meter data
      iii. Smart-device or HEMS event logs to confirm when a flexibility command was sent, received, accepted and acted on, and
      iv. information collected from surveys during and after the Trial.
   b. EECA and Powerco (or their agents (including (for the collection of survey information only) the Installer) will collect that information:
      i. directly from you
      ii. directly from connected compliant devices
      iii. from third parties involved in delivering the Trial (including electricity retailers, aggregators, meter owners, metering equipment providers, Installers, technology providers, and service providers), and
      iv. through research partners and agents authorised to conduct surveys, interviews, focus groups, or other customer research activities relating to the Trial.
   c. EECA will provide information it collects in the course of the Trial to Powerco.
   d. While in possession of that information, EECA and Powerco will:
      i. use that information to administer, operate, monitor, and evaluate the Trial
      ii. store, use, and disclose that information in accordance with:
         A. the Privacy Act 2020
         B. the Customer and Product Data Act 2025
         C. their respective Privacy Policies, and
         D. in the case of EECA, the Official Information Act 1982, and
      iii. only disclose that information to third parties in a way (aggregated and anonymised) that does not identify the Participant.
   e. Participant consents to this collection, storage, use, and disclosure of that information.

2. **Terms relating to Compliant Devices, use and control of the Compliant Devices**
   a. Powerco may, from time to time, change the list of Compliant Devices. Any such changes will not have a retrospective effect on any devices listed in a Quote where Powerco has specifically approved that Quote.
   b. The Participant must select a partnering trader (retailer or flex service provider) (**Trader**) who is supporting/enabling this Trial. A list of these Traders will be on the Powerco website by 1 April 2027. The Participant must select the Trader before 1 May 2027. Powerco has set up a rewards system for all Trial participants for shifting electricity use using the Compliant Devices during the designated peak hours (5-8pm, 1 June-30 September) (**Winter Period**). The rewards system is called the "Network Assistance Rate" (**NAR**). Information on the NAR (including the NAR amounts) will be set out on the Powerco website by 1 April 2027. The rewards to the Participant will be via a Trader, hence, to receive the rewards, the Participant must select a partnering Trader in order to receive the NAR. (The NAR are separate from, and additional to, the Incentive.) If Participant ceases to be part of the Trial, the Participant will cease to be able to receive the benefit of the NAR.
   c. The Participant is required to select one of the following options for automatic management of their Compliant Devices for the period 1 June to 30 September for each year the Trial runs:
      i. Controlled - allow the Compliant Devices to be controlled by a Trader up to 20 times during each Winter Period.
      ii. Habitual - set the Compliant Devices to shift demand each Winter Period day. The way of doing this will vary according to the type of Compliant Device, and information will be provided to the Participant through the Installer and/or Trader.
      iii. Outside of the Winter Period, the Participant is free to operate the Compliant Devices as they wish, subject to the relationship with their Trader.

3. **General Terms**
   a. **Term**: Unless otherwise agree in writing by the parties, this agreement commences on the date of this agreement and expires on 30 September 2028.
   b. **Participant Responsibilities:** In respect of participation in the Trial as that relates to Powerco, the Participant will comply with the points in the section "What we expect from Participants".

c. **Payment**:

i. Powerco is not liable to any Installer in respect of any amount payable to that Installer in connection with its sale of the relevant Compliant Devices to the Participant.

ii. The Participant is liable to the Installer in respect of the full amount payable to the Installer in connection with the sale of the relevant Compliant Devices to the Participant in accordance with the terms of the Participant's agreement (as will be set out, or referenced, in the Quote) with the Installer.

iii. Subject to paragraph iv. below, Powerco will facilitate payment by the Participant of the Incentive amount solely for the payment of part of the amount the Participant owes to the Installer in connection to its sale of the relevant Compliant Devices to the Participant.

iv. If:

A. the Installer, or the Participant, has been fraudulent in any actions relating to the Compliant Devices sold to the Participant, or

B. the Participant has been fraudulent in any actions relating to the Trial,

Powerco is not obliged to facilitate the payment referred to in paragraph iii. above.

d. **Termination**:

i. If the Participant terminates its participation in the Trial before Powerco facilitates the payment of the Incentive amount, Powerco is not obliged to facilitate that payment and has no liability to Participant for not facilitating that payment.

ii. Participant may, in its absolute discretion, at any time, by written notice to Powerco, terminate Participant's participation in the Trial.

iii. If the Participant:

- is not complying with the expectations, or Trial Terms, set out in this agreement, or
- chooses to leave the Trial before 30 September 2028,

Powerco may require the Participant to repay to Powerco in the period:

- up to 30 September 2027, the full amount of the Incentive, and
- from 30 September 2027 to 30 September 2028, half of the amount of the Incentive.

If Powerco considers (acting reasonably) that the Participant has a legitimate reason to leave the Trial (for example, the Participant is selling the house where the Compliant Devices are installed) and the Participant completes an exit survey, Powerco has the discretion to waive the Participant's obligation to repay any amount of the Incentive.

e. **Other Agreements**: The rights, and responsibilities, in this agreement do not change, or limit, the rights or obligations in:

i. the Participant's agreement (as will be set out, or referenced, in the Quote) with the Installer involved in the Trial

ii. Powerco's agreement with the Installer involved in the Trial

iii. Powerco's standard distributed generation connection process, or

iv. the Participant's agreement with a Trader.

f. **Warranties**:

i. Powerco makes no warranty, and has no liability, to the Participant about the Installer, the Compliant Devices, or their installation.

ii. The Participant's recourse (if any) about the Compliant Devices is on the Installer and the manufacturer of the Compliant Devices.

iii. The Participant warrants that:

A. it has not made any misleading or deceptive statements or omissions influencing Powerco's entry into this agreement, and

B. it has not relied on Powerco in respect of the Participant's choice of Compliant Devices to purchase from the Installer or the Installer itself.

g. **Communications**:

i. Any communication given by a party for the purposes of this agreement will be of no effect unless given in writing, and marked for the attention of:

- **Powerco**: Homes@asimpleshift.co.nz.
- **Participant**: as those details are set out in the Quote.

ii. Communications may be delivered by email. A communication sent to a party's email address as set out in this agreement (or any replacement email address notified in writing by that party from time to time) will be deemed to have been received unless the sender's email server receives notification that the email has not been delivered.

h. Dispute Resolution

i. If any dispute arises between the parties in connection with this agreement, then Powerco and the Participant are, in good faith, to endeavour to resolve that dispute by negotiation.

ii. If no such resolution is agreed, then:

A. the Participant may choose to refer the dispute to Utilities Disputes (www.utilitiesdisputes.co.nz) for it to resolve the dispute, or

B. if the Participant does not refer the dispute to Utilities Disputes, Powerco and the Participant are, in good faith, to:

a. endeavour to agree upon, and appoint, a person (at Powerco's cost) to act as mediator, and

b. enter into mediation of the dispute.

iii. Nothing in this Dispute Resolution clause limits the Participant's, or Powerco's, right to have an appropriate court resolve this dispute.

iv. Except to the extent this agreement expressly permits otherwise, each party will continue to perform its obligations under this agreement, notwithstanding any dispute. However, nothing in this Dispute Resolution clause will prevent either party from seeking urgent interim relief from an appropriate court, or require either party to refrain from exercising any rights or remedies available in connection with this agreement.

i. **Counterparts**: This agreement may be executed in any number of counterparts. Once the parties have executed the counterparts, and each party has received a copy of each signed counterpart which that party did not execute, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all parties.

j. **Amendments**: Amendments to this agreement will not be effective unless they are in writing and are signed by each party.

k. **Transfer**: Neither party may transfer its rights or responsibilities under this agreement to any other person without the other party's prior written consent (which consent may not be unreasonably withheld).

l. **Subcontractors**:

i. Powerco may use sub-contractors to perform some or all of its responsibilities under this agreement.

ii. Notwithstanding any subcontracting of Powerco's responsibilities under this agreement, Powerco remains wholly responsible to the Participant for the performance of such subcontracted responsibilities.

m. **Further assurances**: Each party must do (and ensure its personnel and contractors do) all things, including executing and delivering any documents, as may reasonably be required by the other party to obtain the full benefit of this agreement according to its true intent.

n. **Illegality or invalidity**: If any part of this agreement is held to be illegal or invalid, such illegality or invalidity will not affect the enforceability of any other part of this agreement.

o. **Superseding**: This agreement contains all of the terms, representations, and warranties made between the parties and supersedes all marketing material, prior discussions and agreements relating to its subject matter.

p. **Electronic signatures**: Each party consents to the use of, and will accept, an electronic signature of a signatory to this agreement on behalf of a party through DocuSign, or a substantially similar electronic signature technology, as if that electronic signature were an original signature.

q. **New Zealand law and courts**: This agreement is governed by New Zealand law, and the New Zealand courts have jurisdiction over any dispute or difference arising in connection with this agreement.