

## Product Schedule for Black Box Power Plan

This is the Product Schedule referred to in Our Standard Terms and Conditions for the supply of Energy to Residential Customers **(Standard Terms)**. All capitalised terms used in this schedule have a particular meaning which is specified in the Standard Terms. All clause references in this Product Schedule are references to clauses in the Standard Terms.

These terms apply to customers on the Black Box Power Plan in addition to the Standard Terms and may be amended from time to time in accordance with the Standard Terms. If there is a conflict between a term in Our Standard Terms and in this Product Schedule, the term in this Product Schedule will apply. Any capitalised terms set out in this Product Schedule which are not defined in this Product Schedule have the same meaning as set out in the Standard Terms.

Your Agreement with Pulse should be read in conjunction with the terms and conditions under which you are or will be a member of the Black Box membership **(Black Box)** operated by SampleCo Limited **(SampleCo)**.

### Plan Summary

Upon signing up to the Black Box Power Plan You will receive a free upgrade to the Silver Membership plan on Your Black Box NZ account. This membership will only apply for so long as You remain on the Black Box Power Plan. If for any reason You terminate Your Black Box Power Plan, Your Silver Membership with Black Box will be cancelled with effect from the date of termination of Your Black Box Power Plan.

The terms and conditions of Silver Membership of Black Box can be found at: <https://www.sampleco.co.nz/terms-conditions/>

In summary:

- As a Silver Member of Black Box You will receive at least one black box every 12 months. (You must still meet the campaign profile to be considered)
- You will get preferred ranking on all Black Box NZ campaign profile matches over free members (once You are shortlisted).

All customers applying to join the Black Box Power Plan must be and remain a member of Black Box and must complete all surveys relating to Black Boxes when You receive them. Failure to do so may result in You losing your Silver Membership with Black Box.

### Availability

The Black Box Power Plan is only available to residential electricity and gas customers in New Zealand who are current members of Black Box or wish to become a member of Black Box. The Black Box Power Plan is only available in a selected number of regions and for a limited time period unless extended by Pulse at its sole discretion.

### Responsibilities of Pulse and SampleCo

Pulse is responsible for providing Energy to customers on the Black Box Power Plan, providing the Welcome Pack and communicating to SampleCo the upgrade of customers' Black Box membership to Silver Membership. However, Pulse is not responsible or liable for the provision of black boxes (which is the sole responsibility of SampleCo) or for any other services or products provided by SampleCo.

If for any reason Pulse ceases to have an agreement with SampleCo under which it offers the Black Box Power Plan to Black Box members, then all customers on this plan will be transferred to Pulse Energy's

standard residential plan, details of which will be notified to You when applicable, and Your Silver Membership with Black Box will be cancelled with effect from the date of transfer. Where possible, We will give You 30 days' notice of any such changes.

### **Price Promise**

- The Pulse Energy Price Promise means that We commit to offering You a combination of electricity Energy and Delivery rates that will give You a lower total cost than what You are paying with Your current electricity retailer (excluding spot price retailers and any brands trading under the Pulse Energy Alliance) as at the date of Our offer to You for electricity Energy and delivery, after any Prompt Payment Discount (**PPD**) You currently receive (**Price Promise**) and based on the information supplied by You.
- The Price Promise adjustment applies only to variable electricity Energy rates (as specified in your Welcome Letter). The Price Promise does not apply to Delivery charges (including Network Services, Retailer Services and Metering and the Electricity Authority Levy) or any LPG or Natural Gas related charges. Any other credits or fees You may receive or incur from time to time in accordance with the Standard Terms are not subject to the Price Promise adjustment.
- Where You have provided a recent invoice from Your current retailer, We have calculated an adjustment which is set out in Your Price Plan (labelled Price Promise) to reflect Our Price Promise. If You could not supply a copy of Your most recent electricity bill from Your current electricity provider (or You do not have a current electricity provider), then You acknowledge that the Price Promise does not apply to any rate You are offered by Us.
- If You accept the supply of Energy from Us pursuant to Our Price Promise then this Agreement is conditional on Pulse being satisfied in all respects with the rates You are currently paying Your electricity provider and any PPD You receive from them, as well as whether or not We are using the correct configuration for Your account. Pulse reserves the right to request a copy of Your most recent electricity bill from Your current electricity provider and to contact Your local Network Company to satisfy itself as to these matters. If You have not received notification from Pulse regarding this condition not being fulfilled within five Working Days of the later of signing the Agreement and providing Your most recent electricity bill (if requested by Us) then Pulse will be taken to be satisfied with the Adjustment it has offered and Your Agreement shall be deemed to have come into full force and effect on the Commencement Date. If Pulse is not satisfied as to these matters, then We will contact you and Your Agreement shall be automatically cancelled and will be of no further force or effect.
- Price Promise is not available to Commercial properties and it cannot be switched to a Commercial property even if it is on the same Network.
- If you would like to switch between a Low or Standard User Plan and this option is available to you at the time, we will recalculate the Price Promise adjustment applicable at the average consumer consumption as defined in the Electricity (Low fixed charge tariff option for domestic consumers) Regulations 2004 and adjust the Price Promise adjustment accordingly.

**Price Protection**

Subject to the termination, switching and moving provisions below, Price Protection applies to Your Energy Rate net of any Price Promise Adjustments for a period of two years from the date you originally switched to this product. Price Protection does not apply to any fees, or charges under Delivery on Your Price Plan (including without limitation, Network Services, Retailer Services, Metering and the Electricity Authority Levy). Beyond the Price Protection period We will give You notice of any change in Your Energy Rate in accordance with Our Standard Terms.

**Delivery Charges**

Pulse Energy seeks to pass through Network Service Charges in accordance with Our Standard Terms (See Delivery Charges in Our Standard Terms). On the Aurora Network a portion of their Network Charges are adjusted based upon seasons (summer/winter). On other GXP networks\* these are determined by an allocation (based on your usage) of charges we receive from the network. For the purpose of the Price Promise product Pulse Energy has levelled this charge across a full year based on seasonal weights using the Network's GXP data. Pulse seeks to recover the total charge it faces across all relevant consumers. An individual consumer's charges may differ between the levelled charge and the underlying Network Charge due to changes in the timing of consumption and other assumptions.

**Payment Terms**

All of Our standard payment options as detailed in Our Standard Terms apply to this Plan.

**Late Payment**

If full payment of an invoice is not received by the due date stated on the invoice an Administration of Arrears charge will be applied to Your account. This charge will be \$1.15 per day that the balance of the invoice remains unpaid.

**Termination, Switching Accounts or Moving Premises**

If You wish to terminate Your Agreement for any reason You are able to do so by contacting Us using the details as set out in Schedule 1 of Our Standard Terms or on Our website. You must provide Us with no less than 30 days' notice. If You terminate this Agreement without providing Us with no less than 30 days' notice You must pay Us a termination fee of \$150.

Upon termination of Your Agreement or if You switch to a different Plan, Your Silver Membership with Black Box will be cancelled with effect from the date of termination of Your Agreement or the date of switching plans (as applicable). Your Price Protection will also cease as of the date You switch plans, unless a new Price Protection offer is available on Your new plan in which case that Price Protection offer as detailed in Your new Product Schedule will apply from the date You switch plans.

**Privacy**

When You apply to join the Black Box Power Plan, You are consenting to Us notifying SampleCo and obtaining Your Black Box membership information from SampleCo. Throughout the term of Your Agreement, You consent to Pulse and SampleCo sharing information regarding Your account, including where You cease to be on the Black Box Power Plan or Your Agreement otherwise terminates for any reason, so that SampleCo can terminate Your Silver Membership.

We will also receive information from SampleCo notifying Us if Your Black Box membership terminates or if You fail to complete any questionnaires provided by Black Box from time to time, so that We can enforce Our rights under Your Agreement.

\*GXP Networks include Aurora, PowerCo, Scanpower, Orion, Alpine Energy, Waitaki networks, OtagoNet, The Power Company & Electricity Invercargill