



APPLICATION FOR ELECTRICITY RETAILER AUTHORISATION

FOR

**TESLA ENERGY VENTURES AUSTRALIA
PTY LTD**

Status:

Public



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1. INTRODUCTION

About Tesla

Tesla Inc. ("Tesla") is a publicly listed company that trades on the NASDAQ stock exchange. As of the 1st of May 2023 Tesla, has a market capitalisation of over US\$500bn.

Tesla was founded in 2003 by a group of engineers who wanted to prove that people didn't need to compromise to drive electric – that electric vehicles can be better, quicker and more fun to drive than petrol cars. Today, Tesla builds not only all-electric vehicles but also infinitely scalable clean energy generation and storage products. Tesla believes the faster the world stops relying on fossil fuels and moves towards a zero-emission future, the better.

Launched in 2008, the Roadster unveiled Tesla's cutting-edge battery technology and electric powertrain. From there, Tesla designed the world's first ever premium all-electric sedan from the ground up – [Model S](#) – which has become the best car in its class in every category. Combining safety, performance, and efficiency, Model S has reset the world's expectations for the car of the 21st century with the longest range of any electric vehicle, over-the-air software updates that make it better over time, and a record 0-60 mph acceleration time of 2.28 seconds as measured by Motor Trend. In 2015, Tesla expanded its product line with [Model X](#), the safest, quickest and most capable sport utility vehicle in history that holds 5-star safety ratings across every category from the National Highway Traffic Safety Administration. Completing CEO Elon Musk's "[Secret Master Plan](#)," in 2016, Tesla introduced [Model 3](#), a low-priced, high-volume electric vehicle that began production in 2017. Soon after, Tesla unveiled the safest, most comfortable truck ever – [Tesla Semi](#) – which is designed to save owners at least \$200,000 over a million miles based on fuel costs alone. In 2019, Tesla unveiled [Model Y](#), a mid-size SUV, with seating for up to seven, and [Cybertruck](#), which will have better utility than a traditional truck and more performance than a sports car.

Tesla vehicles are produced at its factory in Fremont, California, and Gigafactory Shanghai. To achieve our goal of having the safest factories in the world, Tesla is taking a proactive approach to safety, requiring production employees to participate in a multi-day training program before ever setting foot on the factory floor. From there, Tesla continues to provide on-the-job training and track performance daily so that improvements can be made quickly. The result is that Tesla's safety rate continues to improve while production ramps.

To create an entire sustainable energy ecosystem, Tesla also manufactures a unique set of energy solutions, [Powerwall](#), [Powerpack](#) and [Solar Roof](#), enabling homeowners, businesses, and utilities to manage renewable energy generation, storage, and consumption. Supporting Tesla's automotive and energy products is [Gigafactory 1](#) – a facility designed to significantly reduce battery cell costs. By bringing cell production in-house, Tesla manufactures batteries at the volumes required to meet production goals, while creating thousands of jobs.

And this is just the beginning. With Tesla building its most affordable car yet, Tesla continues to make products accessible and affordable to more and more people, ultimately accelerating the advent of clean transport and clean energy production. Electric cars, batteries, and renewable energy generation and storage already exist independently, but when combined, they become even more powerful – that's the future we want.

Tesla in Australia

Tesla Motors Australia Pty Ltd ('TMA') is a wholly owned subsidiary of Tesla and has operating in Australia since 2016. TMA incorporates Tesla's established energy products and its vehicle business.

Tesla Energy Ventures Australia Pty Ltd ('TEVA') is a newly established company that operates alongside and with the support of Tesla Motors Australia. Tesla Motors Australia has been operating energy retail products in the Australian energy market since 2019 with the goal to save customer's money, increasing the uptake of renewables while maintaining stability in the energy grid.

Tesla is committed to delivering on a fully sustainable residential ecosystem, engaging our customers to take part in the energy transition. By becoming an energy retailer, TEVA will be able to bring innovative customer propositions to market off the back of its sustainability and technology-driven capabilities.

Tesla track-record in successfully and safely deploying large-scale batteries both globally and within the Australian market is unrivalled, with more than 1GWh deployed in the National Energy Market (NEM) and/or under construction/awarded and over 220MW of Tesla BESS assets currently registered to provide contingency and/or regulation frequency services. Our battery technology has proven capabilities providing grid support services under network contingency contracts, most notably with:

- the Hornsdale Power Reserve (HPR) <https://hornsdailepowerreserve.com.au/> as contracted under the System Integrity Protection Scheme (SIPS) in South Australia; and
- Victorian Big Battery (VBB) <https://victorianbigbattery.com.au/> to provide grid stability

At the residential level, Tesla has deployed thousands of Powerwall systems in households across Australia, most prominently in South Australia through the flagship South Australian Virtual Powerplant https://www.tesla.com/en_au/sa-virtual-power-plant and Tesla Energy Plan, which now spans across New South Wales, Australian Capital Territory, Queensland and South Australia as well as Victoria.

Tesla prior to this application has developed with its partners which include the CEFC, ARENA, SA Government and Energy locals an energy retail product for public housing, which entails the sale of electricity paired with Tesla Powerwall and solar PV system as part of a Virtual Power Plant (VPP). When a customer joins the VPP, their system is managed by Tesla as part of a network of homes, to support the electricity network by providing essential grid services while also rewarding customers.

Currently, Tesla's SA VPP and TEP offerings are made available to retail customers through Energy Locals Pty Ltd ACN 606 408 879 (**Energy Locals**). With this application TEVA is seeking to obtain an electricity retailer authorisation under the National Energy Retail Law so that it can be the provider and retailer itself of the TEP offering in New South Wales, Australian Capital Territory, Queensland, Tasmania and South Australia. TEVA is concurrently applying to the Essential Services Commission for a licence to sell electricity in VIC.

To continue to grow the VPP and other retail offerings into the market TEVA sees this as an opportune time to become a retailer and to continue to bring new offers to market.

AER Retail Authorisation Application

To assist the Australian Energy Regulator (AER) in its review of this application, below we provide answers to each of the criteria set out in the **Retail Authorisation Guideline** and accompanying checklist. This application has been prepared with [Compliance Quarter](#). Compliance Quarter provides ongoing retail compliance services to TEVA.

This application consists of the following sections:

- **Part One:** general particulars;
- **Part Two:** organisational and technical capacity;
- **Part Three:** financial resources;
- **Part Four:** suitability; and
- **Annexures** to this document, as referenced throughout.

Documents marked as '**Commercial in Confidence**' do not form part of the public component of this application. Documents will be marked as such if proprietary to the application or if they contain legally privileged, copyright or commercially sensitive material.

2. PART ONE: REQUIRED INFORMATION – GENERAL PARTICULARS

	Required information	Response from Tesla Energy Ventures Australia
1	Fuel type Please enter either Electricity (E), Gas (G) or Dual (D)	Electricity
2	Existing or Start-up business	Start-up
3	Confidential documents - Please enter either - Yes or No	Yes
4	Your legal name	Tesla Energy Ventures Australia Pty Ltd
5	Your trading name if different to your legal name	Not applicable
6	ABN or ACN	ACN: 665 982 365 ABN: 24 665 982 365
7	A registered business address and address for correspondence	Level 23, 525 Collins St Melbourne VIC 3000
8	A nominated contact person, including their position in the organisation and contact details	Name: Ben Redmond Position: Snr Manager Business Operations - APAC
9	The date you intend to commence retailing energy	Following approval of the application.
10	The nature and scope of operations proposed (business model and size of operations, volume of customers)	TEVA will sell electricity in NECF jurisdictions and will lead with differentiated product offerings including Virtual Power Plants etc to continue to disrupt the traditional incumbents in the market and provide these solutions to the consumer. Telsa currently has customers under management through the SAVPP program that is being run in conjunction with the SA Government and Energy Locals, and the Tesla Energy

		<p>Plan that is our primary retail offer to the general consumer market so they can also utilise the VPP program.</p> <p>TEVA plans a phased approach to retail directly to existing customers in the partnership arrangement, then broaden scope in the future to attract additional customers.</p> <p>The scope and proposed size of the operation is further set out in the attached Business Plan (Annexure C1), Market Analysis (Annexure C2) and Financial Model (Annexure C3).</p>
11	The jurisdictions in which you intend to retail energy	NSW, QLD, SA, ACT and TAS
12	The type of customers you intend to supply (for example, small customers, small market offer customers or large customers as defined in s. 5 of the Retail Law)	Small and Large residential and commercial.

3. PART TWO: REQUIRED INFORMATION - ORGANISATIONAL AND TECHNICAL CAPACITY

3.1. Previous experience as an energy retailer (Criterion 1 to 6)

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
Criterion 1	Details of your (or any related parties) previous experience as an energy retailer	<p>TEVA is a newly established entity that is part of an established and globally recognised energy leader. It leverages the skills, experience, and relationship with other entities within the Tesla Group and draws on the experience of its staff and contractors, and partnership relationship with energy retailers in the field.</p> <p>The applicant has engaged individuals and suppliers with significant experience in the energy market. Please refer to Annexure A4 (Key Personnel - Summary) and Annexure A5 (Key Personnel - CVs) for details of the experience of the senior leadership team.</p> <p>The hiring of the applicant reflects its assessment regarding required capability, as noted above. The individuals hired or engaged by the applicant have worked in or for energy retailers and including in energy compliance and risk management. Recruitment of individuals has been guided by the Business Plan (Annexure C1) and the Risk Register (Annexure B06-TEVA).</p> <p>TEVA has access to the personnel of Tesla Motors Australia as a result of the services agreement in place between the entities. TEVA will utilise relevant employees in the operation and management of its business including in relation to:</p> <p>Financial management: oversight of the financial management of the business and wholesale and risk management positions. TMA has a very experienced and capable financial management team.</p> <p>Customer management: TEVA will utilise digital solutions to provide customers with a seamless experience and access to their account details. Where desirable, TEVA will engage with subject matter experts, including in relation to family violence, to ensure that the customer management team have the best training possible to fulfill their roles.</p>

		<p>Wholesale risk management: TMA, as noted above, has successfully developed its VPP program and has participated in the retailer reliability obligation. TEVA's approach to wholesale risk management is further explained in the Market Analysis (Annexure C2).</p> <p>Market Transactions: With experience in the use of market systems and interfaces, TEVA will utilise TMA staff in market transactions in MSATs including B2B transactions in compliance with the NEL, NEL and AEMO procedures.</p> <p>Existing arrangement between Energy Locals and Tesla</p> <p>Energy Locals is an electricity and gas retailer operating under authorisations issued by the Australian Energy Regulator (E16003 and G16003), and under a licence issued by the Essential Services Commission (on 12 October 2018).</p> <p>Tesla's application for a retailer authorisation</p> <p>TEVA's application is that it will act as a stand-alone energy retailer. The capacity of TEVA is further explained in the application. The relationship between TMA and TEVA is further explained in the application noting the services agreement (Annexure C8).</p> <p>Transfer of customers under white label arrangement</p> <p>Energy Locals acts as a white-label service provider for Tesla. Should TEVA wish to seek to transfer the 'white-label customers' of Energy Locals it will need to comply with, <i>inter alia</i>, ss 38 and 40 of the National Energy Retail Law in seeking explicit informed consent.</p>
1.1	The date and location of previous operations (this should include related entities (if applicable))	<p>As noted above, TEVA is a newly established entity without experience as an energy retailer, but with strong support of other group entities, and drawing on the skills and experience of employees and service providers. Services provided by other group companies will be pursuant to the Shared Services Agreement (Annexure C8).</p> <p>Please see Business Plan (Annexure C1) for further information about the date and location of previous operations of related entities.</p>
1.2	The form/s of energy sold	Electricity.

1.3	The scale of operations (including the number and size of customers)	Please see Business Plan (Annexure C1) for further information about the scale of previous operations of related entities.
1.4	A description of how the retail activities were conducted	Please see Business Plan (Annexure C1) for further information about the scale of previous operations of related entities.
Criterion 2	Details of any other relevant retail or energy market experience	<p>Management experience</p> <p>TEVA's directors and senior management team have significant experience in electricity hardware sales and marketing and in the energy industry more generally, as well as complementary experience in similar industries and energy businesses. Please see Annexure A4 for a summary of Management experience.</p> <p>Key Personnel</p> <p>The key staff have signification experience in the energy market. Please refer to the attached key personnel summary (Annexure A4) and CVs (Annexure A5).</p>
Criterion 3	Where you do not have previous energy market experience, how you intend to bring this experience into your business	<p>Please refer to:</p> <ul style="list-style-type: none"> • Annexure A7 - Compliance Quarter - Agreement • Annexure A8 - Compliance Quarter - Capability Statement <p>TEVA will conduct recruitment, hiring and training of appropriately qualified staff in accordance with the HR Policy (Annexure B09-TEVA)</p>
Criterion 4	An organisation chart showing the structure of your organisation (this should include Board members and Operational Managers)	Please refer to the organisational structure chart below and attached at Annexure A3 .
Criterion 5	The number of employees, broken down by business unit or other relevant	<p>There are 9 employees that will be available to TEVA broken up into the following business units:</p> <ul style="list-style-type: none"> • Management (1) • Operations (2)

	classification (are employees shared with any other entities)	<ul style="list-style-type: none"> • Finance (1) • Sales and Marketing (2) • Technical (1) • Policy, Compliance and Risk (2)
Criterion 6	A summary of qualifications, technical skills and experience of your officers, and the relevance of those skills and experience to meeting the requirements of the retailer authorisation (this may include a CV)	<p>TEVA has a number of individuals with significant experience in the energy industry. Please refer to:</p> <ul style="list-style-type: none"> • Annexure A4 for a summary of their skills and experience; and • Annexure A5 for a copy of their CVs.

3.2. Third party resourcing (Criterion 7)

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
Criterion 7	Where you may be relying on a third party to provide staff and resources to meet the technical requirements of your retailer authorisation or to perform retail roles (such as operating phone centres or billing), you must -	<p>Compliance Quarter</p> <p>Compliance Quarter is an industry leading energy compliance consultancy business with clients both in Australia and Internationally. Compliance Quarter provides various services including regulatory updates, compliance management consulting, and assurance and review.</p> <p>Detail on the relationship between Compliance Quarter and TEVA</p> <p>TEVA will operate as an authorisation holder and will be responsible for compliance with the Retail Rules and Retail Law. TEVA has attached a suite of compliance documentation demonstrating how it will comply with applicable obligations.</p> <p>TEVA has engaged Compliance Quarter to assist in the implementation of the Compliance Program, to develop processes and systems, and to respond to regulatory questions as they arise from time to time.</p>

		<p>TEVA understands that the obligation to comply sits with the entity that holds an authorisation and the services provided by Compliance Quarter complement the capabilities within TEVA as explained in this application.</p> <p>TMA</p> <p>Via TMA's existing experience in the Australian market and with the knowledge and capability of individuals such as Emma Fagan TEVA is capable of complying with the National Energy Retail Law, National Energy Retail Rules, jurisdictional derogations and various other AER Guidelines and regulatory instruments. Compliance Quarter will supplement this capability and our engagement is an indication of the commitment of the business to ensure that a robust and effective Compliance Management System is in place.</p>
7.1	State all functions and activities you propose to outsource	<p>TEVA will outsource, while remaining primarily responsible for, the following functions:</p> <ul style="list-style-type: none"> • compliance and regulatory services (Compliance Quarter) <p>Please refer to Annexure A7 - Compliance Quarter - Agreement.</p>
7.2	Provide a summary of the third party's experience in, and knowledge of, the relevant area	<p>Please refer to the above and to:</p> <ul style="list-style-type: none"> • Annexure A8 - Compliance Quarter - Capability Statement
7.3	Provide evidence of the third party's technical capacity to meet relevant obligations	<p>All third parties selected are experts in their respective fields and have the technical capacity to meet relevant obligations. They have been carefully chosen to ensure that they have the necessary skills and experience to meet the requirements of the business. Their work will be overseen pursuant to the Third-Party Management Policy (Annexure B04-TEVA) and the risk control measures explained in the Risk Register (Annexure B07-TEVA).</p> <p>Please refer to:</p> <ul style="list-style-type: none"> • Annexure A8 - Compliance Quarter - Capability Statement
7.4	Provide evidence of controls in place to ensure the third party's	<p>Please refer to the attached Third-Party Management Policy (Annexure B04-TEVA) explaining the controls implemented by TEVA with</p>

	compliance with the Retail Law and Retail Rules (this may include contracts, deeds and/or policies with other parties)	<p>respect to the engagement of third parties. This policy outlines the procedures and processes that TEVA has in place to ensure that all third-party engagements are conducted in a manner that is compliant with applicable laws and regulations, and that all third-party relationships are managed in a manner that is consistent with TEVA's commitment to the highest standards of operations and ethical conduct and integrity.</p> <p>The policy also outlines the due diligence process that TEVA undertakes prior to engaging with any third party, including the assessment of the third party's financial and operational capabilities. In this way, the policy sets out how TEVA will engage with other parties as its business progresses.</p>
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3.3. Business plan (Criterion 8)

TEVA's Business Plan (**Annexure C1**) contains information about sales and marketing strategy, revenue, costs, growth forecasts and estimated funding requirements. The Business Plan also provides detail on strategy and analysis.

A financial model has been developed based on the Business Plan. The assumptions made for the forecasts are contained in the Financial Model (**Annexure C3**).

3.4. Compliance strategy (Criterion 9)

Knowledge and understanding of compliance obligations

TEVA has developed a Retail Compliance Policy in accordance with the relevant international standard, ISO 37301:2021 (**Annexure B02-TEVA**). TEVA is aware of and understands the obligations it will have under the NERL, the Rules, jurisdictional energy legislation and applicable guidelines in relation to selling electricity. Key regulatory obligations are mapped in the Obligations Register document (**Annexure B07-TEVA**) and pursuant to the Retail Compliance Policy, that document is updated on a regular basis.

TEVA has obtained external legal advice in relation to its compliance obligations as an electricity retailer and has prepared a Retail Compliance Policy and Obligations Register covering the obligations TEVA will need to comply with under the NERL and NERR. It is intended that the Retail Compliance Policy will be approved by TEVA's board and the Obligations Register finalised at or around the time the AER approves this application.

How compliance will be achieved

TEVA's management team has a long history of operating businesses in the highly regulated electricity sector, in which a high level of compliance awareness and management is necessary.

Tesla Motors Australia Pty Ltd's Global Compliance Manager will act as compliance officer, responsible for ensuring all activities conform with applicable laws, regulations, codes and guidelines. The compliance officer will also be responsible for preparing and submitting

compliance reports to the AER as required, and will work with TEVA's external legal advisors to ensure full compliance with all relevant obligations on an ongoing basis.

Compliance risk assessments will be conducted periodically and whenever there are:

- new or changed activities, products or services;
- changes to the structure or strategy of the business;
- significant external changes, such as financial-economic circumstances, market conditions, liabilities and client relationships;
- changes to compliance obligations; and
- non-compliance(s).

The compliance documentation discussed above provides for compliance measures that will enable TEVA to comply with each compliance obligation to which it is subject. In particular, the Compliance Register nominates a member of the compliance team to be responsible for the development of appropriate operational procedures, policies or other measures to ensure TEVA complies with these obligations at all times.

All TEVA staff and relevant service providers will be required to comply with Retail Compliance Policy (**Annexure B02-TEVA**).

TEVA's contracts with relevant service providers will require the service providers to comply, and to ensure that TEVA will comply, with the NERL, the Rules, jurisdictional energy legislation, applicable guidelines, and applicable jurisdictional energy legislation as well as the Retail Compliance Policy.

Compliance by TEVA

The compliance framework is achieved and documented as follows:

- a. Tesla Global policy documents set the overarching framework in terms of ethical conduct, audit, corporate governance and so on. These documents are annexed to this application and marked 'TG';
- b. TEVA policies and procedures deal specifically with the NERL, the Rules, jurisdictional energy legislation. They also set out how TEVA will oversee and manage service providers. These documents are annexed to this application and marked 'TEVA';

Complaints and dispute resolution

A copy of TEVA's Complaint and Dispute Resolution Procedure is annexed at **Annexure B08-TEVA**. The Complaint and Dispute Resolution Procedure has been developed in accordance with Australian Standard AS/NZS 10002:2014 (AS ISO 10002-2006).

Knowledge or skills gaps

TEVA has assessed whether there are any gaps in the relevant skills and knowledge of staff and has identified none.

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
Criterion 9	Details of your compliance strategy	<p>Please refer to the statement above and the attachments listed below:</p> <ul style="list-style-type: none"> • Annexure B02-TEVA - Retail Compliance Policy • Annexure B03-TEVA - Compliance Incident and Breach Reporting Procedure • Annexure B04-TEVA - Third Party Management Policy • Annexure B05-TEVA - Risk Management Plan • Annexure B06-TEVA - Risk Register • Annexure B07-TEVA - Obligations Register • Annexure B08-TEVA - Complaints and Dispute Resolution Procedure • Annexure B09-TEVA - Human Resources Policy • Annexure B10-TEVA - Customer Hardship Policy • Annexure B11-TEVA - Family Violence Policy • Annexure B12-TEVA - Disclosure Obligations checklist • Annexure B13-TEVA - Compliance Reporting checklist • Annexure B14-TEVA - Retailer market retail contract checklist • Annexure B15-TEVA - Retailer website checklist • Annexure B16-TG - Audit Committee Charter • Annexure B17-TG - Code of Business Ethics • Annexure B18-TG - Code of Business Conduct and Ethics (AU and NZ) • Annexure B19-TG - Confidentiality Policy • Annexure B20-TG - Corporate Governance Guidelines • Annexure B21-TG - Global Privacy Policy • Annexure B22-TG - Customer Privacy Notice • Annexure B23-TG - Global Information Security Policy • Annexure B24-TG - Insider Trading Policy • Annexure B25-TG - Whistleblowing Policy
9.1	Demonstrating your knowledge and understanding of the obligations imposed on authorised retailers under the Retail Law and Retail	Please find annexed the Obligations Register (Annexure B07-TEVA).

	Rules and applicable statutory, industry and technical requirements of the jurisdictions in which you intend to operate	
9.2	Outlining how applicable retailer authorisation obligations and statutory, industry and technical requirements will be met (including how compliance breaches will be identified and remedied)	We refer you to the various annexures outlined above in Criterion 9 that demonstrate how the applicant will ensure compliance (including breach identification and remediation). In relation to the identification and remedy of breaches please refer to the Compliance Incident and Breach Reporting Procedure (Annexure B03-TEVA).
9.3	Including complaint and dispute resolution procedures, developed in accordance with Australian Standard AS/NZS 10002:2014 (AS ISO 10002-2006) (Customer satisfaction—Guidelines for complaints handling in organisations).	<p>Please refer to the Compliance Incident and Breach Reporting Procedure (Annexure B03-TEVA).</p> <p>TEVA is committed to freely receiving and resolving complaints in an accessible and transparent way. In all instances, the applicant will:</p> <ul style="list-style-type: none"> • Freely accept complaints lodged on our website, in person, by telephone, facsimile, email or letter; • Acknowledge any complaint received as soon as possible; • Begin an investigation into the reasons for a complaint within 24 hours of acknowledgment; • Keep the complainant updated about the investigation and any proposed resolution; • Notify the complainant as soon as possible of the outcome of our investigation and any proposal we have for resolution; and • Provide the complainant with the option of an internal review of their complaint if they are unsatisfied with the outcome of the investigation or the proposed resolution.
9.4	Demonstrating that any gaps in the skills and/or knowledge of staff have been identified and that appropriate steps have been taken to fill those gaps (for	Please refer to the responses above and to the Business Plan (Annexure C1).

	example, through recruitment or training).	
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3.5. Risk Management (Criterion 10 – 12)

TEVA has a Risk Management Plan (**Annexure B05-TEVA**). The Plan covers compliance, operational and financial risks, and is regularly reviewed and updated to ensure it is relevant and effective.

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
Criterion 10	A copy of your risk management strategy covering both operational and financial risks	<p>Please refer to the following documents:</p> <ul style="list-style-type: none"> • Annexure B05-TEVA - Risk Management Plan • Annexure B06-TEVA - Risk Register
Criterion 11	Evidence that your risk management and compliance strategies have been subject to an external assurance process (we would expect the external assurance process to be conducted by a suitably qualified and independent entity)	<p>TEVA's risk management and compliance strategies have been subject to an independent external assurance process.</p> <p>Please find attached to this application a copy of the letter of assurance provided by a suitably qualified and independent entity (Annexure B01).</p>
Criterion 12	Any additional information which demonstrates your ability to manage risk and operate in accordance with the Retail Law objective, particularly the long-term interests of consumers (for example, copies of any retail contracts that you have developed)	If desirable, AER can be provided with a login to a compliance system that will be used in the management of our compliance program.

**3.6. Evidence of any agreements / arrangements in place with key market players
(Criterion 13- 15)**

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
Criterion 13	Evidence of any membership, or steps taken to obtain membership, of a recognised energy industry ombudsman scheme in the jurisdiction/s in which you intend to retail energy to small customers	<p>TEVA has written to the following Energy Ombudsman Schemes to enquire about membership.</p> <ul style="list-style-type: none"> • Qld: Energy and Water Ombudsman Queensland (EWOQ) • NSW: Energy and Water Ombudsman NSW (EWON) • SA: Energy and Water Ombudsman SA (EWOSA) <p>See Annexure A9 for the letter sent by TEVA, and Ombudsman responses (where applicable).</p> <p>TEVA will ensure membership is obtained in other respective jurisdictions prior to commencing energy retail.</p>
Criterion 14	Evidence of any agreements / arrangements in place with key market players within the jurisdictions in which you intend to operate. This includes, but is not limited to, distribution businesses and AEMO. Where agreements / arrangements have not been finalised, you should provide details of any negotiations or steps that have occurred to date and when you expect agreements / arrangements to be completed	<p>An application to be a Market Customer has been lodged with AEMO.</p>
14a	If you intend only to on sell energy you should provide details of the back-up arrangements	<p>TEVA does not intend to on-sell energy purchased from an authorised retailer, so at this stage back-up arrangements are not considered necessary.</p>

	you have in place in case your business fails	
Criterion 15	Any additional information that will help us assess your organisational and technical capacity	TEVA has prepared a response to the AER's additional information requirements to demonstrate TEVA's awareness of the market conditions, and ability to operate as a responsible retailer under current (and future) market conditions. Please see Annexure C2 (Market Analysis).

4. PART THREE: REQUIRED INFORMATION - FINANCIAL CAPACITY

4.1. Financial Capacity (Criterion 1 to 9)

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
Criterion 1	<p><u>Existing businesses</u></p> <p>Copies of your audited financial reports for the past 12 months (note, we may ask for the previous two years' reports, if necessary). This information should include:</p> <ul style="list-style-type: none"> • All financial statements required by the accounting standards. • Notes to financial statements (disclosure required by the regulations, notes required by the accounting standards, and any other information necessary to give a true and fair view). 	<p>TEVA is not an 'existing business', therefore this section does not apply.</p> <p>TEVA is a new 'start-up' business registered on 23 February 2023.</p>
Criterion 2	<p><u>Existing businesses</u></p> <p>Evidence of long and / or short term credit rating/s (if available).</p>	<p>TEVA is not an 'existing business', therefore this section does not apply.</p>
Criterion 3	<p><u>Start-up businesses</u></p> <p>Details and evidence of your current financial position (most recent financial year). For</p>	<p>To demonstrate TEVA has access to sufficient financial resources to support the planned retail operations, please refer to the annexed documents:</p>

	example, interim financial statements (statement of profit or loss, statement of cash flows, statement of financial position), current bank statements	<ul style="list-style-type: none"> • Annexure C4: Consolidated Unaudited Group Financial Statements October 2022 • Annexure C5: Tesla Quarterly Report 2022 • Annexure C6: Audited Financial Report - Telsa Australia (FY2021) • Annexure C7: Audited Financial Report - Telsa International (FY2021) • Annexure C8: Shared Services Agreement as between TEVA and TMA • Annexure C9: Deed of Guarantee between TEVA and TMA <p>TEVA has ensured sufficient access to capital to operate a retail business on a day to day basis- please refer to the Financial Model (Annexure C3).</p>
Criterion 4	If you are part of a group of related companies, and/or party to a partnership, joint venture or alliance agreement with another company, and you are given financial support by that entity, you should provide -	<p>TEVA is part of a group of related companies, and will be provided financial support by way of a Deed of Guarantee between TEVA and TMA (see Annexure C9).</p> <p>The documents annexed to this application demonstrate that:</p> <ul style="list-style-type: none"> • TEVA has access to financial support • The entity providing financial support to TEVA has sufficient financial assets and is an established and profitable business • On the basis of the contractual obligation and support to TEVA, TEVA is able to successfully operate as an electricity retailer.
4.1	Details of the ownership structure of the group (including relationships with group entities). If you are not a group but a standalone entity you should also provide details of your ownership structure.	<p>TEVA is an Australian proprietary company limited by shares.</p> <p>Please refer to Annexure A1 a copy of an ASIC extract including details of ownership of the company.</p> <p>Please find refer to Annexure A2 a diagram of the group structure.</p>
4.2	The contractual arrangements (e.g. alliance contracts, associate contracts, establishment contracts) that define relationships within the	<p>Please refer to:</p> <ul style="list-style-type: none"> • Annexure C8: Shared Services Agreement; and • Annexure C9: Deed of Guarantee.

	group—including shared resources (such as office space, staff, sales channel, any other resource), guarantees, revenue flows, obligations and/or responsibilities	
4.3	Consolidated audited financial statements for the group	<p>Please refer to:</p> <ul style="list-style-type: none"> • Annexure C6: Audited Financial Report - Telsa Australia (FY2021) • Annexure C7: Audited Financial Report - Telsa International (FY2021) <p>The audited financial statements for 2022 have not yet been finalised, however please see the following for interim documents:</p> <ul style="list-style-type: none"> • Annexure C4: Consolidated Unaudited Group Financial Statements October 2022 • Annexure C5: Tesla Quarterly Report 2022
Criterion 5	A written declaration, within 6 months of the application being accepted by the AER (published), from your Chief Financial Officer, Chief Executive Officer or director/s stating you are a going concern and that the officer is unaware of any factor that would impede your ability to finance your energy retailer activities under the retailer authorisation for the next 12 months. For unincorporated applicants, a written declaration should be provided by the person/s in effective control of the business	Please find attached a declaration answering criterion 5 (Annexure D1).

Criterion 6	A written declaration, from an independent auditor/accountant or your principal financial institution stating that -	Please find attached a written declaration answering criterion 6 (Annexure D2).
6.1	An insolvency official has not been appointed in respect of the business or any property of the business	TEVA confirms that an insolvency official has not been appointed in respect of the business or any property of the business (Annexure D2).
6.2	No application or order has been made, resolution passed or steps taken to pass a resolution for the winding up or dissolution of the business	TEVA confirms that no application or order has been made, resolution passed, or steps taken to pass a resolution for the winding up or dissolution of the business (Annexure D2).
6.3	They are unaware of any other factor that would impede your ability to finance your energy retail activities under the authorisation	TEVA is unaware of any other factor that would impede its ability to finance its energy retail activities under the authorisation (Annexure D2).
Criterion 7	Details of any bank guarantees or arrangements or process to access additional capital	Please refer to a Deed of Guarantee (Annexure C9)
Criterion 8	Forecast revenue and expenses for three to five years or to the point where your business is cash-flow positive, whichever is the latter. This forecast should include profit and loss, cash flow, and balance sheet and be consistent with your business plan and highlight all key assumptions and risks	<p>Please refer to the attached financial forecast provided in excel (Annexure C3), which includes profit and loss, cash flow, balance sheet, highlights all key assumptions and risks, and is consistent with the business plan.</p> <p>TEVA has considered the additional requirements specified by the AER, and these are addressed in Annexure C2 (Market Analysis) and within the Financial Model (Annexure C3).</p>

Criterion 9	Any additional information that will help us assess your financial capacity to operate as an energy retailer (this could include your ownership structure if you are a stand-alone entity).	N/A
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5. PART FOUR: REQUIRED INFORMATION - SUITABILITY

5.1. Suitability matters (Criterion 1 - 7)

TEVA is a fit and proper entity to hold a retail authorisation. Please find declarations in the form required by the AER (Annexures D1 to D5).

Criterion from Guideline	Required information	Response from Tesla Energy Ventures Australia
1	For you (the applicant) and your associates, any other business where your officers have held an officer position and any other entity that exerts control over your business activities—details of -	Please refer to the individual responses below and the attached declarations.
1.1	any material failure to comply with regulatory requirements, laws or other obligations over the previous 10 years, including infringement notices or other enforcement action (including voluntary administrative undertakings) being taken by a regulatory body.	Please see Annexure D3 - Criterion 1 Declaration (Suitability)
1.2	any previously revoked authorisations, authorities or licences held in any industry and the reason/s for the revocation	Please see Annexure D3 - Criterion 1 Declaration (Suitability)
1.3	any failed authorisation, authority or licence applications in any industry and the reason/s the application was unsuccessful	Please see Annexure D3 - Criterion 1 Declaration (Suitability)
1.4	any past or present administrative or legal actions in relation to an authorisation, authority or licence in any industry	Please see Annexure D3 - Criterion 1 Declaration (Suitability)
1.5	any situation/s where you (or an associate) have previously triggered the RoLR provisions of the Retail Law or equivalent state/territory/foreign legislation, or have transferred or surrendered an authorisation or licence in circumstances where if not	Please see Annexure D3 - Criterion 1 Declaration (Suitability)

	done, triggering a RoLR event would have been likely	
Criterion 2	Details of any offences or successful prosecutions under any territory, state, Commonwealth or foreign legislation (including, but not limited to, the Australian Securities and Investments Commission Act 2001 (Cth), Competition and Consumer Act 2010 (Cth) and the Corporations Act 2001 (Cth)) relevant to your capacity as an energy retailer, or written confirmation that no offences have been committed against, or been prosecuted under, any such legislation. This information must be provided for -	Please refer to the individual responses below and the attached declarations.
2a	your current director/s (or shadow / de facto director/s), and any other person that exerts control over your business activities	Please see Annexure D4 - Criterion 2 Declaration (Suitability) .
2b	if your business is unincorporated, the person/s with effective control of the business	Not applicable.
2c	all persons who are responsible for significant operating decisions for your business	Please see Annexure D4 - Criterion 2 Declaration (Suitability) .
Criterion 3	Upon request, a criminal history check conducted within the past 12 months for persons listed under information requirement 2	The applicant is willing to provide this on request.
Criterion 4	Written declarations from your Chief Financial Officer (or Chief Executive Officer) -	Please refer to declaration at Annexure D5 - Criterion 4 Declaration (Suitability) .
4.1	that members of your management team have not been disqualified from the management of corporations	As above. Please refer to declaration at Annexure D5 - Criterion 4 Declaration (Suitability) .
4.2	about the record of bankruptcy of your management team (including in any overseas jurisdiction)	As above. Please refer to declaration at Annexure D5 - Criterion 4 Declaration (Suitability) .

Criterion 5	Full names and current residential addresses of all your officers	Please see Annexure A1 (ASIC Extract).
Criterion 6	Details of policies and procedures addressing the probity and competence of officers and any other key management staff	<p>Please refer to:</p> <ul style="list-style-type: none"> • Annexure B16-TG (Audit Committee Charter). • Annexure B17-TG (Code of Business Ethics). • Annexure B18-TG (Code of Business Conduct and Ethics (AU and NZ)). • Annexure B20-TG (Corporate Governance Guidelines) • Annexure B24-TG (Insider Trading Policy) • Annexure B25-TG (Whistleblowing Policy)
Criterion 7	Any additional information that will assist us in our consideration of the character and past performance of your officers. If there has been a compliance issue, how will this be addressed in your future operations	N/A.

6. ANNEXURES

Operational and Technical

Document	Description	Confidential
Annexure A1	ASIC Extract	No
Annexure A2	Tesla Group Structure Diagram	No
Annexure A3	Tesla Organisational Structure	Yes
Annexure A4	Key Personnel Summary	Yes
Annexure A5	Key Personnel CVs	Yes
Annexure A7	Compliance Quarter Third Party Agreement	Yes
Annexure A8	Compliance Quarter Capability Statement	No
Annexure A9	Ombudsman membership inquiry communications	Yes

Policies and Procedures

Document	Description	Confidential
Annexure B01	External review of compliance and risk management	No
Annexure B02 TEVA	Retail Compliance Policy	No
Annexure B03 TEVA	Compliance Incident and Breach Reporting Procedure	Yes
Annexure B04 TEVA	Third Party Management Policy	Yes
Annexure B05 TEVA	Risk Management Plan	Yes
Annexure B06 TEVA	Risk Register	Yes
Annexure B07 TEVA	Obligations Register	Yes
Annexure B08 TEVA	Complaints and Dispute Resolution Procedure	No
Annexure B09 TEVA	Human Resources Policy	Yes
Annexure B10 TEVA	Customer Hardship Policy	No
Annexure B11 TEVA	Family Violence Policy	No
Annexure B12 TEVA	Disclosure Obligations checklist	No
Annexure B13 TEVA	Compliance Reporting checklist	No
Annexure B14 TEVA	Retailer market retail contract checklist	Yes
Annexure B15 TEVA	Retailer website checklist	Yes
Annexure B16 TG	Audit Committee Charter	Yes
Annexure B17 TG	Code of Business Ethics	Yes
Annexure B18 TG	Code of Business Conduct and Ethics (AU and NZ)	Yes
Annexure B19 TG	Confidentiality Policy	Yes
Annexure B20 TG	Corporate Governance Guidelines	Yes
Annexure B21 TG	Global Privacy Policy	Yes
Annexure B22 TG	Customer Privacy Notice	No
Annexure B23 TG	Global Information Security Policy	Yes
Annexure B24 TG	Insider Trading Policy	Yes
Annexure B25 TG	Whistleblowing Policy	Yes

Business Plan and Financial Information

Document	Description	Confidential
Annexure C1	Business Plan	Yes
Annexure C2	Market Analysis	Yes
Annexure C3	Financial Model (excel)	Yes
Annexure C4	Consolidated Unaudited Group Financial Statements Oct 2022	Yes
Annexure C5	Tesla Quarterly Report 2022	Yes
Annexure C6	Audited financial Report Telsa Australia (FY2021)	Yes
Annexure C7	Audited financial Report Telsa International (FY2021)	Yes
Annexure C8	Shared Services Agreement as between TEVA and TMA	Yes
Annexure C9	Deed of Guarantee as between TEVA and TMA	Yes

Declarations

Document	Description	Confidential
Annexure D1	Criterion 5 Declaration (Financial)	No
Annexure D2	Criterion 6 Declaration (Financial)(Auditor)	No
Annexure D3	Criterion 1 Declaration (Suitability)	No
Annexure D4	Criterion 2 Declaration (Suitability)	No
Annexure D5	Criterion 4 Declaration (Suitability)	No



TESLA ENERGY VENTURES AUSTRALIA PTY LTD

CUSTOMER HARDSHIP POLICY

Version	Notes	Authors	Reviewed by	Tesla Energy approval
1.0	Prepared in connection with the applications by Tesla Energy Ventures Australia Pty Ltd for an electricity retailer authorisation under the National Energy Retail Law and a Victorian electricity retail licence under the Electricity Industry Act 2000 (Vic).	Various		

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1. INTRODUCTION

1.1 This Policy applies to all residential customers living in Queensland, New South Wales, the Australian Capital Territory and South Australia who find it hard to pay their energy bills due to hardship. You might experience hardship because of factors like:

- (a) death in the family
- (b) household illness
- (c) family violence
- (d) unemployment
- (e) reduced income.

1.2 This Policy explains:

- (a) what we will do to help you manage your energy bills
- (b) how we consider your circumstances and needs
- (c) your rights as a customer in our hardship program.

1.3 You can ask a support person to contact us, such as:

- (a) a financial counsellor
- (b) someone who helps you manage your energy bills.

1.4 We need your permission to talk to your support person.

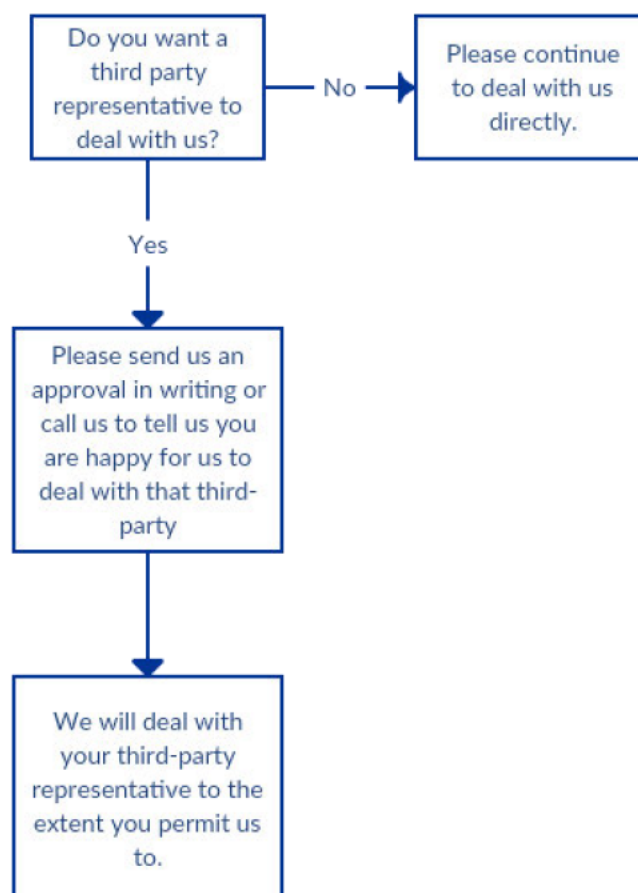
Support Person

1.5 You may provide your permission for us to deal with a third party support person via whatever means are convenient to you.

1.6 If you would like a support person to represent you, you may request this at any time, and we will send a consent form or phone you to ensure that you consent (we will accept consent via whatever means are convenient to you).

1.7 Where you have elected a support person to act on your behalf, we will engage with that support person as we would with you.

1.8 The diagram below summarises our approach.



2. ABOUT OUR HARDSHIP POLICY

- 2.1 We support customers who are experiencing hardship. Electricity an essential service, so it is important we do as much as we can to help you maintain access to your supply of electricity.
- 2.2 We have developed this Hardship Policy in accordance with the AER's Hardship Guideline to provide consistent and compliant support to all our customers. We believe early intervention is the best way to help customers who face financial difficulty pay their bills and prevent an accumulation of energy debt which could ultimately threaten a customer's energy supply.
- 2.3 We have systems in place to ensure that we meet our obligations with respect to customer hardship in:
 - (a) The National Energy Retail Law
 - (b) National Energy Retail Rules

- (c) The AER Customer Hardship Policy Guideline
- (d) This Customer Hardship policy

3. OUR HARDSHIP COMMITMENT

3.1 As a Tesla Energy Ventures Australia (Tesla Energy) customer, we will:

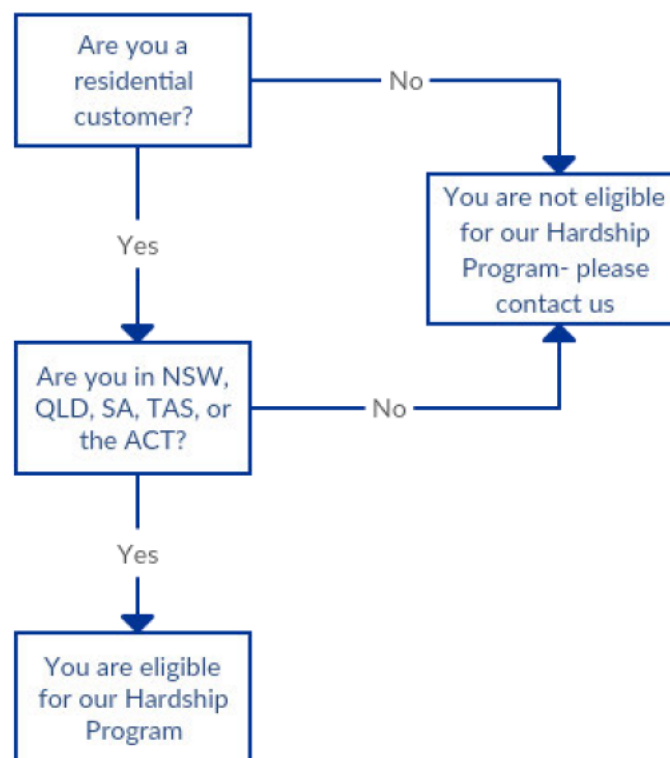
- (a) Provide you with clear information in a timely manner on what assistance is available to you under this Policy, including on being contacted by a customer
- (b) As soon as practicable, provide you with the assistance you are entitled to under this Policy
- (c) Be respectful, compassionate and treat your circumstances with sensitivity and respect for your privacy
- (d) Take into account all of your circumstances which we are aware of, and, on that basis, act fairly and reasonably in dealing with a customer who is experiencing payment difficulties due to hardship
- (e) Provide you equitable access to this Policy and ensure that it is consistently applied in a transparent way
- (f) Waive any late payment fees if you are a participating in the Hardship Program
- (g) Maintain customer assistance programs, such as affordable payment plans
- (h) Regularly monitor your account during your participation in our hardship program, including quarterly reviews of your payment plan to make sure it remains affordable and you are receiving the right assistance at the right time
- (i) Be transparent and accessible and communicate to you, your nominated support person, financial counsellors and community assistance agencies when necessary
- (j) Not disconnect your energy supply while you are actively participating in our hardship program

4. ACCESSING OUR HARDSHIP POLICY

- 4.1 You can access a printable version of our Hardship Policy via the URL/hyperlink on the homepage of our website. You can also download an electronic copy of this Hardship Policy at {Company_Website}. If you are unable to access our website, we can provide you with a copy of this policy for free in another way. Please contact us if you would like us to provide you with a copy by email, or send you a copy by post.

5. ELIGIBILITY FOR TESLA ENERGY'S HARDSHIP PROGRAM

- 5.1 A customer experiencing hardship is a residential customer who would like to pay their energy bill but does not have the financial capacity to do so at that point in time. This situation can arise as a result of a variety of factors, both long and short term, and some of them are set out in the introduction to this policy.
- 5.2 If you are experiencing an inability to pay your Tesla Energy energy bill for whatever reason, please contact us.
- 5.3 We will direct customers to this Policy and our Hardship Program if we believe they might be experiencing hardship.
- 5.4 The diagram below sets out whether you are eligible to participate in our hardship program:



- 5.5 If we decide that you are ineligible for our Hardship Program, we will contact you and let you know of the reasons why.

6. RE-ENTRY INTO TESLA ENERGY'S HARDSHIP PROGRAM

- 6.1 If you have previously been removed from or chose to leave our hardship program, but then want to re-enter your application for entry will be assessed as if you were entering the hardship program for the first time. That is, your eligibility will be assessed based on whether you are experiencing financial difficulties due to hardship and meet the eligibility requirements above.
- 6.2 In no case will we refuse you entry into our Hardship Program on the basis of a need for you to meet any special condition.
- 6.3 If you have been removed from the hardship program for non-payment, we will be in touch to offer another payment plan, provided you have only had one broken payment plan in the previous 12 months.

7. WHAT WE WILL DO TO HELP YOU

- 7.1 We try to identify early customers who are experiencing payment difficulties due to hardship before it becomes a problem, including:
- (a) identifying residential customers who have not paid accounts by due date
 - (b) contacting these customers via phone, SMS or email
 - (c) discussing any potential hardship challenges with the customer
- 7.2 We will tell you about our hardship program if:
- (d) you tell us you are having trouble paying your bill
 - (e) you are referred to our program by a financial counsellor or other community worker
 - (f) we are concerned that you may be experiencing financial hardship.
- 7.3 We will recommend you speak to a staff member to help you join our hardship program if you have:
- (a) a history of late payments
 - (b) broken payment plans
 - (c) requested payment extensions
 - (d) received a disconnection warning notice
 - (e) been disconnected for non-payment.
- 7.4 We can also support you to join our hardship program if you tell us:
- (a) you are eligible for a relief grant or other emergency assistance
 - (b) you have personal circumstances where hardship support may help.
- For example, death in the family or job loss.
- 7.5 You may have trouble paying your bills for different reasons. Please contact us so we can discuss your individual situation.
- 7.6 Our staff are specially trained to help you with hardship. Staff will:
- (a) ask you a few questions about your circumstances
 - (b) work out if you can join the hardship program.

- 7.7 We will assess your application for hardship assistance within 5 business days after contacting us.
- 7.8 We will let you know if you are accepted into our hardship program within 10 business days from receipt of the application.
- 7.9 If you are accepted into our hardship program, we will:
- (a) tell you if you are on the right energy plan or if there is a better plan for you
 - (b) tell you about government concessions, relief schemes or energy rebates you may be able to receive
 - (c) give you ideas about how to reduce your energy use
 - (d) talk to you about a payment amount that suits your circumstances
- 7.10 We can send you a free copy of our Hardship Policy.
- 7.11 Your free copy of our Hardship Policy will be sent to you via your preferred form of written communication.

8. PAYMENT OPTIONS

What we will do

- 8.1 There are different payment options available to hardship customers, including:
- (a) payment plans
 - (b) Centrepay
- 8.2 When you are in our hardship program, we will offer you flexible payment options to suit your individual situation.
- 8.3 To make your payment plan, we will consider:
- (a) how much you can pay
 - (b) how much you owe
 - (c) how much energy we expect you will use in the next 12 months.
- This will help us figure out a payment plan that is right for you.

- 8.4 We will offer a payment plan to suit your situation. This will include payments to cover:
- (a) what you owe
 - (b) an amount to cover your energy use.
- 8.5 Once we agree to a payment plan, we will send you information including:
- (a) who you can contact for more help
 - (b) how long the payment plan will go for
 - (c) the amount you will pay each time
 - (d) how many payments you need to make
 - (e) when you need to make your payments (this is also called the frequency of the payments)
 - (f) how we worked out your payments.
- 8.6 You can choose to use Centrepay, if you are eligible.
- 8.7 Centrepay is a free service you can use to help pay your bills. Centrepay can automatically take an amount of money from your Centrelink payments to go toward energy bills and expenses.
- 8.8 We will see if another energy plan may be better for you. If you agree, we can transfer you to a better energy plan for free.
- 8.9 Depending on the rules in our Hardship Policy, we may be able to remove some debt, fees or charges you owe. If you miss a payment, we will contact you within 3-7 days to see if you need help. We will initially contact you by your preferred form of communication (which may include SMS, email or phone). If that fails, we will contact you via the remaining methods.
- 8.10 If this contact fails, Tesla Energy will try again within 2 business days. If you fail to respond on our second attempt, we will make a third attempt 2 business days later. If contact is made, we can look to adjust the plan as above.

What you must do

- 8.11 Tell us if your situation changes and you can no longer make the payments in your plan. We can then review your payment arrangements.
- 8.12 Tell us if your contact details change.
- 8.13 We may stop helping you if you:
 - (a) stop making payments under your plan
 - (b) do not tell us when your contact details change.
- 8.14 If you have had two payment plans cancelled in the last 12 months because you did not follow your plan:
 - (a) we do not have to offer you another plan
 - (b) we might disconnect your energy.

9. SUCCESSFUL COMPLETION

- 9.1 If you have successfully completed a payment plan or have been able to meet all outstanding payment obligations to Tesla Energy, you can request to be removed from the hardship program at any time.
- 9.2 Once confirmed, we will contact you confirming successful completion of the payment plan. You will then be returned to Tesla Energy's normal billing cycle.

Steps we will take

- 9.3 We will take the following steps to help you complete our Hardship Program:
 - (a) Adhere to our Hardship Commitments;
 - (b) Provide you with the supports outlined in this policy; and
 - (c) Communicate with you regularly.

Changing a Payment Plan

- 9.4 Either at your request, or as a result of our quarterly internal assurance review (which includes a review of customer usage and payment activity),

payment plans can be modified by agreement. We will take into account your capacity to pay before amending the payment plan. It is important for you to stay in contact with us, should your circumstances change so we can agree to any plan revisions.

Leaving a Payment Plan

- 9.5 You can return to normal billing and collection processes if you complete the payment plan or pay any previous bill arrears.
- 9.6 If you stop meeting your instalment payments Tesla Energy will attempt to contact you by your preferred method to discuss whether there needs to be changes made to the original payment plan. We can reassess the original payment plan and make changes to help restore payments.
- 9.7 If this contact fails, Tesla Energy will try again within 2 business days. If you fail to respond on our second attempt, we will make a third attempt 2 business days later. If contact is made, we can look to adjust the plan as above.
- 9.8 It is important that you actively participate with our hardship program. If you refuse to engage with us after these repeated attempts to make contact, we will remove you from our hardship program.
- 9.9 You may leave the hardship program by transferring to another retailer.
- 9.10 If, as a participant in the hardship program, you fail to make payments as per the agreed payment plan and refuse to engage with us, or if you transfer to another retailer, you will default back to our usual debt collections process.
- 9.11 Disconnection and debt collection are Tesla Energy' absolute last resort.

10. OTHER SUPPORTS TO HELP YOU PAY YOUR ENERGY BILL

- 10.1 Depending on the state or territory you live in, there are other supports to help you pay your energy bills.

What we will do

10.2 We will tell you about other ways you can get help to pay your energy bill, such as:

- (a) government relief schemes
- (b) energy rebates
- (c) concession programs
- (d) financial counselling services.

What we need you to do

10.3 If you find out you are eligible for these programs, let us know as soon as possible so we can help you.

11. INFORMATION ABOUT GOVERNMENT CONCESSIONS AND REBATES

11.1 There are a variety of Government concession and rebate schemes that can assist low income, vulnerable or medically dependent customers. For customers in hardship, we can help customers identify concessions or rebates they may be eligible for and help with applications to the appropriate authorities. In some circumstances we can check the CCES (Centrelink Confirmation e-services) to determine a customer's eligibility for some concessions.

11.2 If we become aware that you may be entitled to a concession or rebate or any other form of assistance, we will notify you by email or phone. Further information on relevant assistance programs can be found by visiting the following websites:

- New South Wales, visit www.energy.nsw.gov.au/energy-consumers/financial-assistance
- Queensland, visit www.communities.qld.gov.au or call 13 74 68
- South Australia, visit www.dcsi.sa.gov.au or call 1800 307 758
- ACT, visit www.acat.act.gov.au

12. INFORMATION ABOUT FINANCIAL COUNSELLING & ADVICE

- 12.1 We encourage those customers within our Hardship Program to speak to accredited financial counsellors. This is a free service whereby the financial counsellor works with you to help you take control of your finances. To find a financial counsellor in your area, please phone 1800 007 007 or visit <http://www.financialcounsellingaustralia.org.au>.
- 12.2 Further, the National Debt Helpline is a not for profit service that helps people tackle their debt problems and offer free, independent and confidential advice. Visit <http://www.ndh.org.au/>

13. FURTHER INFORMATION ABOUT CENTREPAY

- 13.1 Hardship customers who receive Centrelink benefits or allowances, are eligible to use Centrepay as a payment method. Centrepay is a free service allowing customers to setup and manage regular deductions from their Centrelink payment to help pay their energy bills. If not stated in their existing market contract, hardship customers who are eligible to use Centrepay will be allowed to use Centrepay as a payment method.
- 13.2 Further information can be obtained from Centrelink by phoning 1800 050 004 or visiting <http://www.humanservices.gov.au/customer/services/centrelink/centrepay>.

14. OUR PROGRAMS AND SERVICES

- 14.1 As a hardship customer, you can access a range of programs and services to help you, including:
- (a) Flexible payment options;
 - (b) Review of your tariff to determine if another one of our tariffs would be more appropriate;
 - (c) Information about your energy use;
 - (d) Advice on how you can reduce your energy use;

- (e) Advice on concessions and other assistance that may be available to you.

What we will do

- 14.2 We will consider your individual situation to find the right programs (e.g. concession programs) or services that meet your needs.

15. WE WANT TO CHECK YOU HAVE THE RIGHT ENERGY PLAN

What we will do

- 15.1 When you join our hardship program, we will talk to you about your energy use and whether you are on the right plan. If we think there is a better energy plan for you, we will:
 - (a) explain why the plan is better
 - (b) ask if you'd like to transfer to the new plan for free.
- 15.2 We will only talk to you about energy plans we can offer.

16. WE WILL WORK WITH YOU

- 16.1 If you have joined our hardship program, we will not:
 - (a) charge late payment fees
 - (b) require a security deposit
 - (c) make changes to your plan without your agreement. For example, we will not put you on a shortened collection cycle unless you agree first.

17. WE CAN HELP YOU SAVE ENERGY

- 17.1 Using less energy can save you money.

What we will do

- 17.2 When you join our hardship program, we can give you tips to use less energy. This can be different depending on the state or territory you live in.

Energy Efficiency

- 17.3 Most customers are unaware of simple things they can do around their home which can reduce energy consumption, thus saving them money.
- 17.4 These websites offer some good advice on energy savings tips to help you understand how your household appliances and energy usage affect your energy bills:
- <http://yourenergysavings.gov.au>
 - <http://www.energyrating.gov.au>
 - <https://www.choice.com.au>
 - <https://www.moneysmart.gov.au>

Energy Audits

- 17.5 Please give us a call or email us to find out if you may be eligible for an in-home energy audit. We will conduct an initial assessment to determine whether you would benefit from an in-home energy audit, and if so, we can help organise one for you. After our initial assessment we will provide a quote for the in-home energy audit and we will explain whether we will fully or partially cover the cost of the in-home energy audit. We may offer such an in-home energy audit free of charge, for example, if there is high unexplained electricity consumption within your household and your debt level is high.
- 17.6 You are not required to agree to an in-home energy audit to be accepted into our hardship program.

18. COMMUNICATING OUR HARDSHIP POLICY

- 18.1 We recognise the need to ensure that we communicate effectively with customers with different needs including:
- (a) customers with low English literacy, including customers from culturally and linguistically diverse backgrounds

- (b) customers without internet access
- (c) customers with disability, and
- (d) customers in remote areas.

18.2 We will ensure that our customers have support with respect to communicating about the Hardship Policy and Hardship Program including:

- (a) Referral to language services where available or appropriate;
- (b) Communicating via phone or post in accordance with the customer's preferred method of communication;
- (c) Ensuring that customers aren't disadvantaged by delays in communication; and
- (d) Referral to services that support customers with disabilities.

18.3 If you are in our hardship program or are looking to enter the program, and live in a regional area or do not have access to the internet, we can, upon request, provide all relevant material by post for free, making sure that postage delays do not disadvantage you.

18.4 If you have not indicated a preference for how you wish to receive written communication, we will send you the Hardship Policy to you via post.

18.5 We will provide bills and documentation in large print where this would be helpful to you.

18.6 If you need an interpreter, please call the Translating and Interpreting Service (TIS National) on 131 450.

18.7 If you are deaf or have a hearing or speech impairment, please call the National Relay Service on 133 677.

18.8 If you have any difficulty accessing these services, our staff can help you to do so.

19. CONTACT US

- 19.1 If you find you are struggling to meet your payment obligations or wish to discuss forms of assistance that may be available to you, please contact us as soon as possible by:
- Email: {Company_Email} or
 - Phone: {Company_Phone}
- 19.2 You will be connected to staff who are specifically trained to handle enquiries about our customer hardship policy and hardship program.
- 19.3 If you need an interpreter, please call the Translating and Interpreting Service (TIS National) on 131 450.
- 19.4 If you are deaf or have a hearing or speech impairment, please call the National Relay Service on 133 677.

20. COMPLAINTS

- 20.1 Tesla Energy will work with you to resolve any complaints you may have. If you have a complaint, you can contact us by email {Company_Email} or post at {Company_Address}. You can also call {Company_Phone} to leave a complaint.
- 20.2 Once a complaint has been received, a representative from Tesla Energy will immediately acknowledge the complaint and prioritise it for resolution.
- 20.3 Complaints about this Policy or the Hardship Program will be given high priority and we will try to respond as soon as possible.
- 20.4 In all instances, Tesla Energy will:
- (a) Freely accept complaints lodged on our website, in person, by telephone, facsimile, email or letter;
 - (b) Acknowledge any complaint received as soon as possible;
 - (c) Begin an investigation into the reasons for a complaint within 24 hours of acknowledgment;
 - (d) Keep the complainant updated about the investigation and any proposed resolution;

- (e) Notify the complainant as soon as possible of the outcome of our investigation and any proposal we have for resolution; and
- (f) Provide the complainant with the option of an internal review of their complaint if they are unsatisfied with the outcome of the investigation or the proposed resolution.

20.5 As per our Standard Complaints and Dispute Resolution Procedures, if you are not satisfied with our proposed resolution, you can escalate your complaint within the business. If you are unhappy with the outcome or at any other time, you can submit your complaint to the Energy and Water Ombudsman in your state. The ombudsman schemes offer a free complaint resolution service to customers and can be contacted in the following ways:

(a) Queensland

Energy and Water Ombudsman Queensland (EWOQ)

Telephone: 1800 662 837

Website: www.ewoq.com.au

(b) New South Wales

Energy & Water Ombudsman NSW (EWON)

Telephone: 1800 246 545

Website: www.ewon.com.au

(c) Australian Capital Territory

ACT Civil and Administrative Tribunal (ACAT)

Telephone: 02 6207 1740

Website: www.acat.act.gov.au

(d) South Australia

Energy & Water Ombudsman SA (EWOSA)

Telephone: 1800 665 565

Website: www.ewosa.com.au

21. TRAINING

- 21.1 Our staff (including any employees, independent contractors, sub-contractors, and agents, and other third parties who work with us and deal with our customers) have received and will receive regular face to face and online webinar training on:
- (a) answering customer queries about the customer hardship policy and hardship program, and
 - (b) identifying customers experiencing payment difficulties due to hardship, and
 - (c) assisting customers experiencing payment difficulties due to hardship
- 21.2 Our training programs will be reviewed and refreshed on a regular basis. Whenever the Hardship Policy or training materials are updated, staff will receive refresher training to ensure that their knowledge is up to date.
- 21.3 Staff will attend meetings and training provided by financial counsellors and community organisations to assist in understanding the issues that may be faced by customers.
- 21.4 A record of training will be kept for all staff.

22. PRIVACY

- 22.1 Tesla Energy is committed to respecting the privacy and protecting the personal information of our customers in accordance with the Privacy Act 1988 (Cth) and Australian Privacy Principles.

23. REVIEW OF THE POLICY

- 23.1 This policy will be reviewed at least annually.



TESLA ENERGY VENTURES AUSTRALIA PTY LTD

FAMILY VIOLENCE POLICY

Version	Notes	Authors	Reviewed by	Tesla Energy approval
1.0	Prepared in connection with the applications by Tesla Energy Ventures Australia Pty Ltd for an electricity retailer authorisation under the National Energy Retail Law and a Victorian electricity retail licence under the Electricity Industry Act 2000 (Vic).	Various		
1.1	Minor updates in line with with feedback.	Various		

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1. Policy Statement

- 1.1. Our organisation recognises that family violence is a serious and widespread issue that affects the whole community.
- 1.2. We are committed to providing customers affected by family violence with confidential support and flexible payment arrangements to help manage their needs.
- 1.3. This policy will be implemented immediately and reviewed at least every 12 months to ensure it remains effective.
- 1.4. We have a number of resources set out in this Policy.

For immediate support, you can contact 1800 RESPECT on 1800 737 732. This is the National Sexual Assault, Domestic Violence Counselling Service 24-hour helpline.

If you require urgent help from the police, fire, or ambulance, call 000.

2. Purpose

- 2.1. Our objective as an energy retailer is to reduce the risk of harm to our customers who are experiencing or who have experienced family violence. We do this by:
 - 2.1.1. Designing our systems and processes in a way that reduces the risk of harm;
 - 2.1.2. Reducing the barriers to customers who are seeking help, assistance or information under this Policy;
 - 2.1.3. Adopting the measures set out in this Policy; and
 - 2.1.4. Demonstrating our commitment to support customers at all levels within our business, including from senior leadership.
- 2.2. The purpose of this policy is to:
 - 2.2.1. Reduce the risk of harm to our customers experiencing family violence;
 - 2.2.2. Provide safe, flexible and confidential support for customers affected by family violence; and
 - 2.2.3. Demonstrate our commitment to addressing family violence at all levels of our business.

3. Publication and access

- 3.1. We can send you a copy of this policy if you would like us to. We will make sure this policy is easy to find on our website so that you can print it or read it online.
- 3.2. We recognise that there are many forms of family violence. Family violence is any behaviour that occurs in family, domestic or intimate relationships that is physically or sexually abusive; emotionally or psychologically abusive; economically abusive;

threatening or coercive; or is in any other way controlling, that causes a person to live in fear for their safety or wellbeing or that of another person. Family violence is also defined as behaviour by any person that causes a child to hear or witness or otherwise be exposed to the effects of the above behaviour.

4. Scope

- 4.1. This policy applies to all current and former residential and small business customers who are impacted by family violence.

5. Your Rights

Our customers who are impacted by family violence have the following rights:

- 5.1. Receive support from our employees in a respectful and supportive manner.
- 5.2. Have your personal information handled securely, privately, and sensitively.
- 5.3. Choose a method of communication of your preference. We offer a variety of communication channels, such as email, phone, and secure messaging, to suit different needs and comfort levels.
- 5.4. Access information about external family violence support services. We will maintain an updated list of external family violence support services and make it easily accessible through various platforms.
- 5.5. Appoint an authorised representative or a support person to act on your behalf. We will implement a secure verification process for authorised representatives to ensure they are legitimate.
- 5.6. Remove the joint account holders and, if needed, set up a new account in your name (if required). We will implement a simplified, expedited process for removing joint account holders and setting up new accounts.
- 5.7. Receive payment assistance support, including access to the assistance under our hardship policy. We won't charge you anything to change details on your account.
- 5.8. Avoid the need to repeatedly disclose your circumstances and receive continuity of service. If you are comfortable with us doing so, we will assign you a dedicated contact and backup contact within our organisation. You can request a change to who your contacts are at any time.
- 5.9. Account security options: we will implement additional account security measures as set out below. These are designed to keep your account safe.

6. What we will do

- 6.1. We will implement a robust and meaningful intersectional approach to our customer relationships which will include induction training, workplace resources, refresher training, and collecting client and staff feedback with the aim of continually improving.
 - 6.1.1. Ongoing training is provided to every person (including employees, agents and contractors) acting on our behalf who may engage with affected customers, managers of any person who may engage with affected customers and also anyone responsible for systems and processes that guide interactions with small customers.
 - 6.1.2. The purpose of the training we provide is to ensure that we comply with this policy and our obligations under relevant law and to ensure that our customers are adequately supported and protected.
 - 6.1.3. Training will cover the nature and consequences of family violence, the application of this policy, how to identify affected customers using the 'Recognise, Respond, Refer' model and how to engage appropriately and effectively with affected customers.
- 6.2. We have systems and controls in place to effectively identify customers experiencing family violence and also internal processes to avoid an affected customer from having to repeat their situation during subsequent interactions providing for effective ongoing engagement.
- 6.3. We will manage all engagement with affected customers in a respectful, understanding, and sensitive manner.
- 6.4. We will handle information pertaining to customers affected by family violence securely and confidentially.
- 6.5. We will ensure that customer consent is obtained before disclosing their personal information to a third party (unless required under law).
- 6.6. We will contact emergency services (police and/or ambulance) on request by the customer or if they believe further assistance is needed.
- 6.7. We will take your specific circumstances into account and discuss a safety plan with customers who have disclosed family violence to confirm and ensure the safety of the customer and their children
- 6.8. We will provide information regarding government support programs, including concessions and the availability of external family violence support services (see below)

7. How we secure your account

- 7.1. Our organisation takes our obligations regarding all of our customer's personal information seriously and we manage this in accordance with the *Privacy Act 1988 (Cth)* and the *Australian Privacy Principles*. A copy of our privacy policy is available [<here>](#).
- 7.2. We take various steps to secure your data including:
 - a. Restricting access to your accounts,
 - b. customer defined account security,
 - c. data masking and redaction, and
 - d. de-identifying correspondence.
- 7.3. These measures are applied based on your preferences or our assessment of your needs.
- 7.4. Your personal information will be securely handled and will remain confidential. We will not disclose your confidential information to any other person without your prior consent or where we are required to do so by law.
- 7.5. Our organisation will maintain records relating to our compliance with our obligations under the law relating to retailers and family violence. These records will be maintained for at least two years, for as long as you continue to receive assistance from us, or as long as there are any unresolved disputes.

8. What we will do about debts

- 8.1. Our organisation recognises family violence as a potential cause of financial hardship or payment difficulty. Before taking action to recover arrears from an affected customer or transferring affected customer debt to a third party debt collector, we will consider each customer's individual circumstances and take into account the potential impact of debt recovery action at that time on the affected customer. We will aim to find a suitable solution specific to the customer's needs and offer support in accordance with our hardship policy [<link to the policy>](#). This will include whether other persons are jointly or severally responsible for the energy usage that may have resulted in the accumulation of any arrears.
- 8.2. We will not ask for a security deposit from any customer who has or is experiencing family violence and we will waive late fees associated with late payment of a bill
- 8.3. Regardless of whether or not you are in hardship, the support that we offer may include:
 - a. Flexible payment arrangements.
 - b. Reviewing your energy plan and placing you on a more suitable plan.
 - c. Waiving or suspending the debt.

- d. stopping the collections cycle to ensure that your premise is not de-energized for an overdue bill.

9. Centrepay

- 9.1. You may request that we accept payment using Centrepay as a payment option.
- 9.2. If you are on a standard retail contract, we must accept Centrepay as a payment option.
- 9.3. If you are on a market retail contract, and if Centrepay is available as a payment option, we must allow you to use Centrepay as a payment option.
- 9.4. If you are on a market retail contract and Centrepay is not available as a payment option, we must review the market retail contract.
- 9.5. If as a result of the review an alternative contract that allows Centrepay as a payment option is considered to be more appropriate, we must transfer you to that contract where you give us your explicit informed consent to do so.
- 9.6. If as a result of the review, there is no appropriate alternative contract that allows Centrepay as a payment option, we must make Centrepay available as a payment option under your existing contract.
- 9.7. We won't charge you for the review, for switching contracts, or for ending your old contract early.

10. What support is available

- 10.1. You can access support by contacting:
 - a. our customer service department through various channels such as phone, email, or in-person visit.
 - b. an independent financial counsellor, case worker or an external family violence support services to access resources and support.
- 10.2. We will ensure that we ask your preferred method of communication and will communicate with you via this method of communication. If your preferred method of communication is not practicable, you may communicate with us via SMS, WhatsApp, Messenger, Email, or by Phone. We will keep a record of the ways in which we will communicate with you.

11. Supporting Documentation

- 11.1. We will never request you or a third party acting on your behalf to provide specific documentation or evidence before providing you with support under this policy or the Rules.

- 11.2. We will only ask for documented evidence of family violence in limited circumstances and where we are expressly permitted to do so under the law. Any evidence sought will be limited to that which is reasonably required under the relevant law.

12. External Support

- 12.1. We will advise you of external support services, including access to a free interpreter service (telephone <number>).
- 12.2. We will also maintain a list of external support services that are published on our website.
- 12.3. We will keep this information up-to-date, ensuring that customers affected by family violence can easily access this assistance.

13. If you have a complaint, question, or feedback

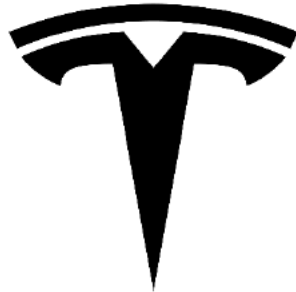
- 13.1. At any time, if you have concerns about your well-being or need support with your energy account, please do not hesitate to contact us. You can reach us via email at <email address> or by phone at <phone number>.
- 13.2. We take all your concerns and complaints seriously and will handle them in accordance with our Complaints and Dispute Resolution Policy <include link>.
- 13.3. We welcome feedback on this policy. If you have feedback on this policy please do not hesitate to contact us.
- 13.4. If you are not satisfied with the outcome of our investigation, you can also contact the state-specific Ombudsman for further assistance.
- 13.5. See below a list of state specific energy ombudsman contact details.

Ombudsman	Contact no.	Website
Energy and Water Ombudsman (VIC)	1800 500 509	www.ewov.com.au
Energy and Water Ombudsman (SA)	1800 665 565	www.ewosa.com.au
Energy and Water Ombudsman (NSW)	1800 246 545	www.ewon.com.au
Energy and Water Ombudsman (QLD)	1800 662 837	www.ewoq.com.au
Civil and Administrative Tribunal (ACT)	02 6205 4855	www.acat.act.gov.au

14. What external support is available

- 14.1. We will advise you of external support services, including access to a free interpreter service. (see above) We will ensure that this information is provided in a safe, respectful and appropriate manner taking your specific circumstances into consideration.
- 14.2. We will also maintain a list of external support services that are published on our website (see below).
- 14.3. We will keep this information up to date, ensuring that customers affected by family violence can easily access this assistance.
- 14.4. If you or someone you know is experiencing sexual abuse or family violence contact:

External support services	Contact number
National Sexual Assault, Domestic Violence Counselling Service 24-hour helpline	1800 RESPECT on 1800 737 732
24-hour Emergency Accommodation helpline	1800 800 588
Safe Steps (Victoria)	1800 015 188
Sexual Assault Crisis Line (Victoria)	1800 806 292
Safe At Home helpline	1800 633 937
National Violence and Abuse Trauma Counselling and Recovery Service	1800 FULLSTOP (1800 385 578)
SHE (free and confidential counselling and support)	6278 9090
Sexual Assault Support Services on 6231 1811, or after hours	6231 1817
Family Violence Crisis and Support Service	1800 608 122
Bravehearts – Sexual Assault Support for Children	1800 BRAVE 1
Kids Helpline is for young people aged 5 to 25	1800 551 800
Men's Referral Service	1300 766 491
Don't Become That Man helpline	1300 243 413



TESLA ENERGY VENTURES AUSTRALIA PTY LTD

COMPLAINTS AND DISPUTE RESOLUTION PROCEDURES

Version	Notes	Authors	Reviewed by	Tesla Energy approval
1.0	Prepared in connection with the applications by Tesla Energy Ventures Australia Pty Ltd for an electricity retailer authorisation under the National Energy Retail Law and a Victorian electricity retail licence under the Electricity Industry Act 2000 (Vic).	Various		

1. Introduction

Tesla Energy is an energy retailer operating in NSW, VIC, ACT, QLD, and SA. This document sets out our procedures for accepting, recording, and resolving complaints.

We are committed to receiving and resolving complaints in an accessible and transparent way. Through this document, we make the commitment to continual quality improvement by taking into consideration the data provided by an effective complaints management system. We will review complaints on an ongoing basis to identify any potential non-compliance and areas for improvement.

2. Definition of Complaint

A complaint is an expression of dissatisfaction that can be received on the basis of products and/or services provided by us or our agents, contractors, and other representatives, or due to perceived inadequacies in the complaints handling process itself.

We will consider all complaints as opportunities to improve, and they will be freely received by telephone, in writing (for example, letter, email, facsimile) or in person.

Complaints may be raised in relation to (amongst other areas), any:

- Failure by us to observe our published or agreed practices or procedures;
- Failure in respect of a product or service offered or provided by us or our representatives;
- An instance where you involve or seek information about a third party, such as the jurisdictional energy ombudsman or a Member of the Parliament; and
- An occurrence where a complaint is directed to us your behalf by an energy ombudsman.

When a complaint relates to more than a single aspect of our services or products, a separate charge will be recorded for each aspect.

3. Complaints Management

The guiding principles for our complaints management program are contained in AS/ISO 10002-2014 (Customer Satisfaction – Guidelines for Complaints Handling in Organisations).

4. Promoting our Complaints Management Program

We will publish this Standard Complaints and Dispute Resolution Procedure on our website, and it will be actively brought to the attention of customers.

We are committed to promoting and ensuring the visibility of our complaints management program. To achieve this, we will:

- Make this procedure available free of charge;

- Arrange for an interpreter to expound the procedures and facilitate the resolution of complaints;
- Make special arrangements for people with disabilities, ensuring that they and their advocates have access to this procedure and are aided in the resolution of their complaint. The process and other documentation will be available in large print Braille or audiotape on request; and
- Ensure that all relevant staff members are trained to resolve complaints and have access to resources for cross-cultural communication and communication with customers with special needs.

5. Responsiveness

Once a complaint has been received, one of our personnel will immediately acknowledge the complaint and prioritise it for resolution. Higher priority will be given to those complaints where there is perceived financial hardship, the disconnection of energy supply, and matters relating to health and safety. In such instances, we will respond as soon as possible.

In all instances, we will

- Freely accept complaints lodged on our website, in person, or by telephone, facsimile, email, or letter;
- Acknowledge any complaint received as soon as possible;
- Begin an investigation into the reasons for a complaint within 24 hours of acknowledgment;
- Keep you updated about the investigation and any proposed resolution;
- Notify you as soon as possible of the outcome of our investigation and any proposed resolution; and
- Provide you with the option of an internal review of your complaint if you are unsatisfied with the outcome of the investigation or the proposed resolution.

6. Responsibilities

All of our staff must comply with this procedure as well as the Energy Retail Code of Practice, Retail Law and Retail Rules and any Guidelines or Procedures published by the Australian Energy Regulator (AER), Essential Services Commission (ESC) or the Australian Energy Market Operator (AEMO). Complaints can be made to any Tesla Energy employee or contractor. That employee or contractor is then required to report any complaints received to the Customer Service Manager.

All employment contracts will stipulate that employees are obligated to report on any suspected compliance breaches. We will ensure that complaint management is not

hindered by a lack of resources. We will also ensure that adequate programs are in place to train staff in complaint resolution and the implementation of this procedure.

Top-level management of Tesla Energy is responsible for:

- Establishing the complaints management program;
- Establishing and implementing the process of complaints management;
- Allocating resources to ensure compliance with obligations under applicable laws and this procedure;
- Promoting and advocating a customer-centric approach to complaint resolution;
- Reporting to the board on the management of complaints, including the number and nature of complaints received;
- Continually reviewing the effectiveness of the complaints management program, including the program's processes; and
- Establishing an adequate training program to ensure all relevant staff, agents, contractors, and other representatives comply with this procedure.

7. Recording Complaints

Complaints are recorded in our customer management system as soon as they are received. Complaints and all relevant information will be recorded, and a unique identifier will be provided. Each recording will include:

- Your requested resolution
- The date of your complaint
- A description of your complaint
- The expected date for a response or resolution
- The established priority of your complaint

More than one complaint can be made per customer/call. For example, if a customer makes a billing complaint and then makes a marketing complaint during the same call, two complaints will be recorded. Each individual customer contact with a complaint will be recorded and categorised as one, irrespective of the number of times a caller has contacted us on an issue.

Complaints will be tracked from the time they are received to their resolution. When tracking the resolution of complaints, we will make sure to meet response deadlines. We will keep you informed and updated regularly throughout the process.

8. Monitoring and Improving

Complaints will be tracked at individual and group levels. Any systemic issues that are identified will be brought to the attention of the Compliance Committee and Board during their monthly meetings.

Tesla Energy's board will direct top-level management to address systemic issues that are identified during a complaint process.

9. A Customer's Right to Complain

As a customer, you have the right to lodge a complaint at any time. Once your complaint is received, it will be dealt with in accordance with this procedure.

10. Internal and External Escalation

At any time, you may request an internal escalation of your complaint, which will be granted. Complaints will also be escalated where they are complex, urgent, or sensitive. When your complaint is received, you will be informed that you have the right to escalate it if you are dissatisfied with the process. Individual staff who manage complaints will be required to review the complexity, urgency, and sensitivity of all complaints and seek assistance from a supervisor or specialist where required.

If you are not satisfied with our response to your complaint or you wish to seek independent advice about a complaint, we will notify you that you can contact the Energy Ombudsman in your State.

We will provide the contact details for the Energy Ombudsman schemes and will assist you in lodging a complaint with them.

11. Our Commitment to Customers

In all instances, we will:

- Treat you with respect;
- Take your complaint seriously;
- Respect your privacy;
- Manage your complaint with impartiality;
- Properly investigate and report on your complaint;
- Resolve your complaint with proper consideration to facts;
- Provide the option of internal escalation or a referral to an energy ombudsman scheme when requested or appropriate; and
- Ensure equal access to our complaints management program and fair resolutions.

You have rights under various laws, including the Competition and Consumer Act 2010 (Cth), and the Energy Law. We will ensure that those rights are respected.

12. Customer Read Estimates

If you are a “small customer” with an accumulation meter, you have the right to conduct your own meter reading if your bill is based on an estimate. This self-read is known as a “customer read estimate.” You can find more information on customer read estimates at [\[insert link\]](#).

Where we have not accepted a customer read estimate, we will notify you of the reasons for the decision and allow the opportunity to rectify the self-read.

We will deal with complaints regarding customer read estimates in accordance with our standard complaints process, which is outlined in this procedure.

13. Contact Us to Lodge a Complaint

You may contact us at any time to lodge a complaint using the following contact details:

Our contact details:

[\[insert contact details\]](#)

Interpreter: 131 450 - For help using an interpreter, visit TIS.

NRS: 133 677 - For help using this service, visit NRS.

14. Contact details for the Energy Ombudsman Schemes

If you are not satisfied with our response or investigation into a complaint, you may contact the Energy Ombudsman in your state. We will provide you with the contact details of your Energy Ombudsman if needed.

Energy and Water Ombudsman of NSW

By Post: PO Box 1343, Haymarket NSW 1240.

Freepost: Reply Paid 86550, Sydney South NSW 1234.

Free call: 1800 246 545

Free fax: 1800 812 291

complaints@ewon.com.au

Interpreter: 131 450 - For help using an interpreter, visit TIS.

National Relay Service: 133 677 - For help using this service, visit NRS.

Energy and Water Ombudsman Queensland

Freecall: 1800 662 837

Translation services: 131 450 - For help using an interpreter, visit TIS.

National Relay Service: 133 677 - For help using this service, visit NRS.

Fax: (07) 3006 2670

Online: <http://www.ewoq.com.au/submit-a-complaint>

Email: complaints@ewoq.com.au or info@ewoq.com.au

In person: Level 16/53 Albert Street, Brisbane City QLD 4000

Energy and Water Ombudsman South Australia

Freecall: 1800 665 565

National relay service: 133 677

Translating and interpreting service (TIS):131 450

Post: GPO Box 2947 Adelaide SA 5001

Office address (strictly by appointment only): Level 11, 50 Pirie Street Adelaide SA 5000

Online: <https://ewosa.com.au/submit-a-complaint>

Energy and Water Ombudsman Victoria

Freecall: 1800 500 509

Email: ewovinfo@ewov.com.au

Translating and interpreting service (TIS):131 450

Post: Reply Paid 469 Melbourne VIC 8060 (we accept letters in Braille)

Office address (strictly by appointment only): Central Tower, Level 8/360 Elizabeth St, Melbourne VIC 3000

Online: <https://www.ewov.com.au/contact-us>



TESLA ENERGY VENTURES AUSTRALIA PTY LTD

RETAIL COMPLIANCE POLICY

Version	Notes	Authors	Reviewed by	Tesla Energy approval
1.0	Prepared in connection with the applications by Tesla Energy Ventures Australia Pty Ltd for an electricity retailer authorisation under the National Energy Retail Law and a Victorian electricity retail licence under the Electricity Industry Act 2000 (Vic).			

TESLA ENERGY VENTURES AUSTRALIA PTY LTD

RETAIL COMPLIANCE POLICY

1. INTRODUCTION

Tesla Energy Ventures Australia Pty Ltd (**Tesla Energy**) is authorised to sell electricity in South Australia, New South Wales, Queensland, the Australian Capital Territory and Tasmania and carries on an electricity retail business.

Tesla Energy is also licensed to sell electricity in Victoria.

2. OBJECTIVE

Tesla Energy's objective is to carry on its electricity retail business at all times in a manner compliant with applicable Commonwealth, State and Territory laws, regulations and other instruments, including:

- (a) with respect to Tesla Energy's electricity retail business activities in South Australia, New South Wales, Queensland, the Australian Capital Territory and Tasmania:
 - National Energy Retail Law included in Schedule 1 of the National Energy Retail Law (South Australia) Act 2011 (SA)
 - National Energy Retail Rules
 - National Energy Retail Law (South Australia) Act 2011 (SA)
 - National Energy Retail Law (Local Provisions) Regulations 2013 (SA)
 - National Energy Retail Law (Adoption) Act 2012 (NSW)
 - National Energy Retail Law (Adoption) Regulation 2020 (NSW)
 - National Energy Retail Law (ACT) Act 2012 (ACT)
 - National Energy Retail Law (ACT) Regulation 2012 (ACT)
 - Utilities (Consumer Protection Code) Determination 2012 (ACT)
 - Utilities (Electricity Feed-in Code) Determination 2020
 - Utilities (Representative Consumption and Reference Price) Determination 2021
 - National Energy Retail Law (Queensland) Act 2014 (Qld)
 - National Energy Retail Law (Queensland) Regulation 2014 (Qld)
 - National Energy Retail Law (Tasmania) Act 2012 (Tas)
 - National Energy Retail Law (Tasmania) Regulations 2012 (Tas)
 - AER Compliance Procedures and Guidelines
 - AER (Retail Law) Performance Reporting Procedures and Guidelines
 - AER Retail Pricing Information Guideline
 - AER Retailer of Last Resort Plan
 - AER Customer Hardship Policy Guideline
 - AER Benefit Change Notice Guidelines
 - Competition and Consumer (Industry Code - Electricity Retail) Regulations 2019 (Cth)
 - Competition and Consumer Act 2010 (Cth), Part XICA
 - Electricity Retail Code (ACCC)
 - Privacy Act 1988 (Cth)
- (b) with respect to Tesla Energy's electricity retail business activities in Victoria:
 - Electricity Industry Act 2000 (Vic)
 - Electricity Retail Licence Conditions
 - Energy Retail Code of Practice
 - Victorian Default Offer Order in Council
 - Code of Conduct for Marketing Retail Energy
 - Electricity Customer Transfer Code of Practice
 - Electricity Customer Metering Code of Practice
 - Electricity Distribution Code of Practice
 - AMI Cost Recovery Order in Council
 - AMI Obligations to Install Meters Order in Council

- AMI Tariffs Order in Council
- Compliance and Performance Reporting Guideline
- Audit Guideline for Energy Businesses
- Competition and Consumer Act 2010 (Cth), Part XICA

(together the **Relevant Laws**).

This Retail Compliance Policy (**Policy**) details the compliance and reporting framework Tesla Energy will implement in selling electricity so as to ensure such compliance. All Tesla Energy staff are required to comply with this Policy, and all service providers and other contractors of Tesla Energy must be engaged on terms that require them to also comply with this Policy. This document is a compliance policy as defined in ISO 37301:2021.

3. BOARD APPROVAL

This Policy has been approved by Tesla Energy's Board.

4. COMPLIANCE FRAMEWORK, TEAM AND RESPONSIBILITIES

4.1 Compliance framework

The purpose of the compliance management framework is to develop, implement and maintain an effective compliance program to assist the business in meeting its legal, regulatory, and business objectives. The compliance framework established by this Policy consists of measures for:

- compliance monitoring;
- compliance reporting and record-keeping, including creating and maintaining the Compliance Obligations Register;
- monitoring changes in the Relevant Laws;
- promotion and training; and
- reviewing this Policy.

This Policy sits within the wider Tesla group risk management and compliance framework, to ensure that the compliance risks arising in connection with Tesla Energy's electricity retail business are appropriately documented and managed.

This policy should be read in conjunction with:

- the Tesla Energy Risk Management Plan, which is a key component of the compliance management framework; and
- the Tesla Energy Risk Register, which is the forum for documenting and monitoring compliance risks and treatment plans.

4.2 Compliance Objectives

A well-implemented compliance management framework is one that assists the business in achieving its commercial objectives, one that is ingrained in decision-making and is understood and ascribed to by every individual involved in the business.

The specific objectives of the compliance management framework are set out below:

Compliance objective	Actions	Measures
Promote a culture of compliance.	<ul style="list-style-type: none"> • communicate the importance of compliance to all team members 	<ul style="list-style-type: none"> • ongoing communications to all team members on the Compliance Management Framework. • training delivered to all staff on the Compliance Management Framework.

	<ul style="list-style-type: none"> • train team members on compliance and the Compliance Management Framework. • encourage reporting of potential non-compliance. 	
Implement and maintain a flexible, responsive, effective and measurable framework based on risk.	<ul style="list-style-type: none"> • review compliance risks. • improve the Compliance Management Framework. 	<ul style="list-style-type: none"> • risk assessments are conducted where appropriate.
Foster continuous improvement in compliance processes and compliance with the business's obligations through the establishment of monitoring and reporting mechanisms that will help identify instances of non-compliance and track remedial actions.	<ul style="list-style-type: none"> • encourage team members participation in the development of the compliance management framework. • review the compliance management framework annually. 	<ul style="list-style-type: none"> • annual review of the compliance management framework.
Maintain a high level of honesty and establish trusting relationships with customers, the energy industry, regulators and other relevant stakeholders.	<ul style="list-style-type: none"> • ensure that all reports to regulators are submitted on time. • ensure that regulators are advised of changes to officers and of other matters that need to be reported. 	<ul style="list-style-type: none"> • all reports submitted on time.

The objectives of the compliance management framework will be set out and approved by the Compliance Committee during the annual planning process. The Compliance management framework will be reviewed for appropriateness annually and more often where there are changes in the activities undertaken by the business and in response to changes to legal and regulatory obligations.

4.3 Compliance Committee

A Compliance Committee will meet monthly and consist of the Compliance Officer, Tesla Energy's Chief Executive Officer and Company Secretary and Tesla's Managing Counsel Energy Products.

The Compliance Committee will be responsible for:

- identifying compliance obligations with the support of relevant resources and translating those obligations into actionable policies, procedures and processes;
- integrating compliance obligations into existing policies, procedures and processes;
- providing or organising on-going training support for employees to ensure that all relevant employees are trained on a regular basis;
- promoting the inclusion of compliance responsibilities into job descriptions and employee performance management processes;

- setting in place a compliance reporting and documenting system;
- developing and implementing processes for managing information, such as complaints and/or feedback;
- establishing compliance performance indicators and monitoring and measuring compliance performance;
- analysing performance to identify the need for corrective action;
- identifying compliance risks and managing those compliance risks relating to third parties, such as suppliers, agents, distributors, consultants and contractors;
- ensuring the compliance management system is reviewed at planned intervals;
- ensuring there is access to appropriate professional advice in the establishment and implementation and maintaining of the compliance management system;
- providing employees with access to resources on compliance procedures and references; and
- providing objective advice to the business on compliance-related matters.

Agendas and minutes for each meeting of the Compliance Committee will be documented and retained.

4.4 Compliance Officer

Tesla's Regulatory and Compliance Manager will act as Tesla Energy's Compliance Officer under this Policy, with principal responsibility for, and ownership of, this Policy.

5. IMPLEMENTATION AND RESPONSIBILITIES

5.1 Compliance Risk Assessments

Compliance risk assessment constitutes the basis for the implementation of the Compliance Management Framework and the planned allocation of appropriate and adequate resources and processes to manage identified compliance risks.

Risk evaluation involves comparing the level of compliance risk found during the analysis process with the level of compliance risk the business is able and willing to accept. Based on this comparison, priorities can be set as a basis for determining the need for implementing controls and the extent of these controls.

Compliance risks will be assessed or reassessed periodically and whenever there are:

- new or changed activities, products or services;
- changes to the structure or strategy of the business;
- significant external changes, such as financial-economic circumstances, market conditions, liabilities and client relationships;
- changes to compliance obligations; and
- non-compliance(s).

The business will analyse compliance risks by considering causes and sources of non-compliance and the severity of their consequences, as well as the likelihood that non-compliance and associated consequences can occur. Consequences can include, for example, personal and environmental harm, economic loss, reputational harm and administrative liability.

5.2 Compliance Obligations Register

The Compliance Officer must prepare, for the Compliance Committee's approval, the Compliance Obligations Register detailing each key obligation under the Relevant Laws applicable to Tesla Energy's electricity retail business.

5.3 Compliance reporting

The Compliance Officer has responsibility for compliance reporting as follows:

- (a) the Compliance Officer must report to the Compliance Committee on an ad hoc basis;
- (b) the Compliance Officer must report to Tesla Energy's Board at least once annually; and

- (c) as required, the Compliance Officer must provide briefings to Tesla Energy's Directors in relation to compliance matters.

The Compliance Officer also has responsibility for reporting on compliance to the Australian Energy Regulator and to Essential Services Commission. Reporting will be submitted in accordance with the Compliance Incident & Breach Reporting Framework.

5.4 Monitoring

Monitoring of compliance activities is required to confirm:

- (a) controls are in place and operating effectively;
- (b) all compliance failures are identified, reported and actioned; and
- (c) the level of compliance knowledge by team members is maintained to a high standard.

The business uses a variety of methods to measure the level of compliance and risk of non-compliance, including the indicators set out below:

- (a) compliance risk assessment and rating, and prioritising of compliance risks;
- (b) compliance reporting and data analysis, and classification of breaches and incidents;
- (c) implementing and maintaining procedures for seeking and receiving feedback on the Business' compliance performance from a range of sources including:
 - team members;
 - customers (through complaints handling system);
 - suppliers;
 - regulators; and
 - process control logs and activity records.
- (d) development of measurable indicators such as:
 - Performance against key indicators that give an early warning of potential compliance issues;
 - Timeliness of breach and issue reporting;
 - Percentage of team members trained effectively;
 - Issues and breaches reported by type, materiality, and area;
 - Consequential assessment of breaches (such as monetary fines or compensation, cost of remediation, reputation and cost of management time); and
 - Frequency of contact with regulators, including the Australian Energy Regulator and the Essential Services Commission.

It will be a condition of employment that all team members must report any actual or potential compliance breaches or issues to the Compliance Committee within 24 hours.

The Compliance Officer has responsibility for:

- (a) monitoring changes in the Relevant Laws; and
- (b) if necessary as a result of any such change, preparing any new or amended compliance measure, system or procedure, for the Compliance Committee's approval.

5.4.1 Promotion and training

The Compliance Officer is responsible for promoting this Policy, and in particular for ensuring that all staff, service providers and other contractors are fully informed about this Policy and the compliance measures, systems and procedures approved under it.

Team members will receive training that is appropriate for the roles they perform on relevant compliance obligations and on the compliance management framework. Such training is to be developed by the Compliance Officer following the identification of a need for such training from the compliance risk assessments; the implementation of new laws, codes, or guidelines; and upon request from the Compliance Committee. Training will be delivered to ensure that team members understand the purpose and objectives of regulation, know what their obligations are and understand the consequences of non-compliance.

The objective of a training program is to make sure all employees are competent to fulfil their job role in a way that follows the business's compliance culture and its commitment to compliance.

Training records will be kept for the purposes of organisation and accountability. Compliance retraining will be undertaken whenever there is:

- change of position or responsibilities (training for the affected staff);
- changes in internal policies, procedures and/or processes (training for all staff) ;
- changes in organisational structure, where this change results in new policies or reporting lines (training for affected staff);
- changes in the compliance obligations (training for all staff);
- changes in activities, products or services (training for affected staff); and
- a breach is identified (training for all staff).

6. AUSTRALIAN PRIVACY PRINCIPLES

The *Privacy Act 1988* (Cth) ('**Privacy Act**') includes thirteen (13) Australian Privacy Principles ('**APPs**'). The APPs regulate the way many companies collect, use, hold and disclose personal information.

Tesla Energy has adopted an approach that is consistent with the Privacy Act, the APP's and the APP guidelines, including privacy, communication and confidentiality principles

7. REVIEW OF THIS POLICY

The Compliance Officer has responsibility for regularly reviewing whether, having regard in particular to any breaches, this Policy and the compliance measures, systems and procedures approved under it are achieving the objective stated in section 2 above.

In particular, the Compliance Officer must ensure that an external review of this Policy is completed in the first three years of operation, or earlier if the Compliance Officer considers this necessary having regard to the growth in Tesla Energy's electricity retail business.

At least once each year the Compliance Officer must report to the Compliance Team as to whether or not, as a result of the reviews the Compliance Officer has undertaken, the Compliance Officer considers this Policy ought to be amended.

The annual review and three year review of the compliance management framework will ensure it remains appropriate and applicable, and the process will be documented by the Compliance Team.

The Compliance Team has responsibility for considering any amendments to this Policy proposed by the Compliance Officer or any other person.

At least once each year the Compliance Officer must report to the Board as to whether or not, as a result of the reviews the Compliance Officer has undertaken and the Compliance Team's consideration of any proposed amendments to this Policy, the Compliance Team considers this Policy ought to be amended.

The Board has responsibility for considering and, if thought fit, approving any proposed amendments to this Policy.



ENERGY RETAIL- PRE-EXPLICIT INFORMED CONSENT DISCLOSURE CHECKLIST

This checklist covers the requirements for disclosure under the National Energy Retail Law and National Energy Retail Rules and Victorian Energy Retail Code of Practice.

This checklist applies in NSW, QLD, SA, the ACT, VIC and TAS only. Please consult the regulatory instruments when drafting or reviewing disclosure documents and do not rely solely on this checklist.

This checklist should be completed by one staff member and reviewed by another.

NATIONAL ENERGY RETAIL RULES	
Requirement (inclusion)	Check
All applicable prices, charges, and benefits (to the extent both are not otherwise part of prices)	<input type="checkbox"/>
- early termination payments and penalties	<input type="checkbox"/>
- security deposits	<input type="checkbox"/>
- service levels	<input type="checkbox"/>
- concessions or rebates	<input type="checkbox"/>
- billing and payment arrangements	<input type="checkbox"/>
- How any of these matters may be changed (including, where relevant, when changes to prices will be notified by the retailer to the customer)	<input type="checkbox"/>
If the small customer operates or proposes to operate a small generator, conditions applicable to supply from small generator and how these may be changed (including where relevant, when this will result in a change to prices, charges or benefits to the customer)	<input type="checkbox"/>
Commencement date and length of contract	<input type="checkbox"/>
Possibility of extensions	<input type="checkbox"/>
Ending of contract if customer moves out during term	<input type="checkbox"/>
Specification of electronic transaction	<input type="checkbox"/>
The existence of, and instructions on how to cancel during, the cooling-off period	<input type="checkbox"/>
Right to complain to retailer about energy marketing	<input type="checkbox"/>
Right to complain to energy ombudsman if not satisfied	<input type="checkbox"/>
The required information, when given in a written disclosure statement, must include or be accompanied by a copy of the market retail contract and must be given: (a) before the formation of the contract; or (b) as soon as practicable after the formation of the contract	<input type="checkbox"/>

VICTORIAN ENERGY RETAIL CODE OF PRACTICE	
Requirement (inclusion)	Check
Customers are entitled to clear, timely and reliable information, provided in a respectful manner, and a mechanism to consider and compare the features and prices of different energy plans. The mandatory disclosure information must be provided prior to obtaining a small customer's explicit informed consent.	<input type="checkbox"/>
Any terms for amounts payable by small customer to vary depending on actions of small customer (i.e. conditional discounts)	<input type="checkbox"/>
Any terms for amounts payable by small customer to vary depending on actions of retailer (i.e. price changes)	<input type="checkbox"/>
any terms pursuant to which a benefit change may occur	<input type="checkbox"/>
Other generally available plans or Victorian default offer or standing offer that may be more suitable for small customer	<input type="checkbox"/>
Cost impact of new tariff structure for small customer if switching to customer retail contract	<input type="checkbox"/>
If requested by the small customer, the retailer must provide the small customer with information about the availability of the Victorian default offer or standing offer and how the small customer may access the Victorian default offer or standing offer.	<input type="checkbox"/>
Prior to entering a feed-in tariff agreement, a retailer must communicate to the small customer in a readily understandable manner information about any terms pursuant to which the credit payable to the small customer may vary	<input type="checkbox"/>

OTHER	
Requirement (inclusion)	Check
Ensure, where required, compliance with the ACCC's Electricity Retail Code	<input type="checkbox"/>
Ensure, where required, compliance with ss 47A and 47B of the NSW Fair-Trading Act in relation to prejudicial terms.	<input type="checkbox"/>
Ensure, where required, compliance with the AER's Network and Retail Exemption Guidelines in relation to embedded networks.	<input type="checkbox"/>



Compliance Reporting

This checklist was developed on **26 September 2022**. Please ensure that you consult current and applicable regulatory obligations directly when examining compliance with this area. It is critical that all areas of the business contribute and ensure the success of compliance reporting.

This checklist should be completed by one staff member and reviewed by another.

Step to complete	Check
Reminder to commence work on the report sent to Team Managers (term used to describe any individuals who have overall responsibility for a department of business section).	<input type="checkbox"/>
Reminder email to explain what report is due to be submitted, by when, to contain a general description of contents and due dates.	<input type="checkbox"/>
Review records of any potential or actual breaches and to request clarification or additional information as required by the next report.	<input type="checkbox"/>
Review reporting guidelines and definitions of key terms	<input type="checkbox"/>
Identify any potential or actual breaches and to request clarification or additional information as required from their own teams to collate and email the information back to the Compliance Manager.	<input type="checkbox"/>
CRM system to be checked for indications of potential breaches including call logs, records of complaints and ombudsman investigations to collate and email the information back to the Compliance Manager.	<input type="checkbox"/>
Check with internal and external BDMs and staff with sales function as to records of knowledge of any actual or potential breaches and to collate and email the information back to the Compliance Manager.	<input type="checkbox"/>
Compliance Manager to consolidate any potential or actual breaches identified in the process into the required template.	<input type="checkbox"/>
Compliance Manager to review reports against prior reports and to identify and address any discrepancies.	<input type="checkbox"/>
Compliance Manager to provide the draft report to business leaders (General Managers, relevant Directors) for final review and comment.	<input type="checkbox"/>
CEO or Director to sign the report	<input type="checkbox"/>
Compliance Manager to submit the report to the relevant regulatory body.	<input type="checkbox"/>

Customer Privacy Notice

Your privacy is and will always be enormously important to us. Our Privacy Notice is designed to provide transparency into our data practices in a format that is easy to read and navigate. Please read the sections below to understand how we collect, use, share, and safeguard your information in order to offer you the most seamless vehicle and energy experience imaginable.

Privacy From Day One

Your Tesla generates vehicle, diagnostic, infotainment system, and Autopilot data. To protect your privacy from the moment you take delivery, Tesla does not associate the [vehicle data](#) generated by your driving with your identity or account by default. As a result, no one but you would have knowledge of your activities, [location](#) or a history of where you've been. Your in-vehicle experiences are also protected. From features such as voice commands, to surfing the web on your touchscreen, your information is kept private and secure, ensuring the [infotainment data](#) collected is not linked to your identity or account.

Tesla vehicles are equipped with a camera suite designed from the ground up to protect your privacy while providing advanced features such as Autopilot, Smart Summon, and Autopark. To recognize things like lane lines, street signs and traffic light positions, [Autopilot data](#) from the camera suite is processed directly without leaving your vehicle by default. In order for camera recordings for fleet learning to be shared with Tesla, your consent for [Data Sharing](#) is required and can be controlled through the vehicle's touchscreen at any time. Even if you choose to opt-in, unless we receive the data as a result of a safety event (a vehicle collision or airbag deployment) — camera recordings remain anonymous and are not linked to you or your vehicle.

Additionally, from Powerwall to Solar Roof, your Energy products are designed to protect your privacy. Tesla aims to collect a minimum amount of personal data necessary for displaying your in-app energy experience, providing services to you, and for improving your energy products. We are also committed to only share your personal data when needed to operate or service your product, or we will ask for your permission.

[Information We May Collect](#)

[How We May Use Your Information](#)

[Sharing Your Information](#)

[Choice and Transparency](#)

[Privacy Questions](#)

Information We May Collect

We may collect three main types of information related to you or your use of our products and services:

- Information from or about you
- Information from or about your Tesla vehicle
- Information from or about your Tesla energy products

Depending on the Tesla products and services you request, own, or use, not all of these types of information may be applicable to you.

Show less

- [When You Interact With Us Before Purchase](#)

- [When You Are a Tesla Customer](#)

When You Interact With Us Before Purchase

When you visit our website, stores and galleries, attend a Tesla event, perform a test drive, contact us with questions or for product information (in person, online, telephone, and email), we may collect a variety of information from or about you, your vehicle, devices, or from third parties. For example, data we collect may include:

Information from or about you

Categories of Data	Description	Purpose and Legal Basis
Contact Information	Your name, address, region, email, phone number, contact preference	To communicate with you, process your request, and provide products or services, based on consent or our contract with you
Communications or interactions	Your requests for information, calls, emails, or in person communications, tours, newsletter, Tesla events, and test drives	To communicate with you, confirm eligibility, and provide products or services based on consent or our contract with you
Network activity information	Your device model, browser type, operating system, region, IP address, pixel tags, cookies	Optimize website and app performance, based on either your consent, our contract with you and/or our legitimate interests in improving user experience and security

We may also receive information about you from sources such as public databases, joint marketing partners, certified installers, affiliates and business partners, and social media platforms.

Cookies and other similar technologies: Cookies are pieces of information stored directly on the computer that you are using. When you visit our website, we may use essential cookies, to provide you with a service requested by you or when this is necessary for the functioning of our website. Additionally, we may also use analytics and marketing cookies in locations where the placement of such cookies does not require user consent.

When You Are a Tesla Customer

If you are a Tesla product or service owner, we may also collect other information from or about you, your Tesla vehicle, energy product, or from third parties. We may collect such information either through remote access or in person (for example, during a service appointment). Depending

on which of our products and services you request or use, not all of these types of information may be applicable to you.

Tesla Account: Customers who purchase certain Tesla products may also create a Tesla Account, which is hosted on our website. You can access your Tesla Account to update the information from or about you in that account at any time. The information contained in your account includes:

- The status of your order
- Your customer registration information
- Warranty and other documentation for your Tesla products
- Supercharger history
- Payment method information
- Other general information about your Tesla products (for example, vehicle identification number or other product serial numbers, service plan information, or connectivity package), insurance forms, driver's licenses, financing agreements, and similar information.

Information from or about you

Categories of Data	Description	Purpose and Legal Basis
Order information	Your purchase details, order agreement, trade-in information, and other pre-delivery documents such as driver's license or government identification	To fulfill your request for products and services based on our contract with you
Financial information	Your payment method, bank account number, credit card details, financing, lease, or credit application information	To process your payment for the product or service purchased based on our contract with you
Customer support activity	Customer interactions, date, resolutions, towing services, Roadside Assistance	To provide customer service and technical support based on our contract with you and our legitimate interests regarding customer satisfaction

Information from or about your Tesla vehicle

Categories of Data	Description	Purpose and Legal Basis
Vehicle type	Vehicle year, make, model, vehicle identification number, configuration	To fulfill your request for products and services based on our contract with you

Categories of Data	Description	Purpose and Legal Basis
Vehicle data	Telemetry regarding performance, usage, operation, and health of your vehicle	To provide you with services, maintenance (including remote vehicle diagnostics and support), and improve your vehicle over time based on either your consent, our contract with you, or our legitimate interests in ensuring the safety, security and improvement of our products
Charging information	Charging station used, utilization, charge rate, battery analytics and performance	To fulfill your request for services based on our contract with you, improve charging network based on our legitimate interests
Diagnostic data	Logs for identifying and troubleshooting unexpected software or connectivity issues, and other debugging log reports	To triage and fix software or product issues (including remote vehicle diagnostics and support) based either on our contract with you, or our legitimate interests to ensure the safety, security and improvement of our products
Infotainment system data	Analytics regarding infotainment usage such as function successfully or unsuccessfully loaded	To provide you with services, maintenance (including remote vehicle diagnostics and support), and improve your vehicle over time, based on either your consent, our contract with you, or our legitimate interests to ensure the safety, security and improvement of our products
Tesla mobile app information	Analytics regarding mobile app usage such as function successfully or unsuccessfully loaded	To ensure reliability of the app, and perform maintenance, based on our legitimate interests in improving user

Categories of Data	Description	Purpose and Legal Basis
Autopilot data	Vehicle equipped camera suite that provides advanced features such as Autopilot, Smart Summon, and Autopark	<p>experience and the security and stability of our services</p> <p>To provide you with services based on our contract with you, maintenance (including remote vehicle diagnostics and support), and improve Autopilot capabilities over time in line with our legitimate interests in improving our products, and ensuring the security and performance of our services</p>
Tesla service and repair history	Service facility, date, mileage, repairs conducted, estimate and cost, parts details, and other similar information	To provide service and repairs based on our contract with you, reporting, improve quality and cost in line with our legitimate interests to improve internal business processes

Information from or about your Tesla energy products

Categories of Data	Description	Purpose and Legal Basis
Energy installation data	Home details, such as dimensions of your roof, electric system configuration, existing solar capacity, installation date, and energy serial number	To fulfill your request for products and services based on our contract with you
Energy product data	Data regarding performance, usage, operation, battery efficiency, and condition of your energy product	To provide you with services, security of functionality, and improve our products over time based on our legitimate interests
Energy diagnostic logs	Logs for identifying and troubleshooting unexpected	To triage and fix software or product issues (including

Categories of Data	Description	Purpose and Legal Basis
	software or connectivity issues, and other debugging log reports	remote vehicle diagnostics and support) based on our legitimate interests in ensuring product safety and performance

There are four categories of data generated by your Tesla vehicle: Vehicle Data, Diagnostic Data, Infotainment System Data, and Autopilot Data.

1. Vehicle Data

In order to support your vehicle's continuous performance, predictive maintenance, and improved functionality and experience, your Tesla collects and processes vehicle data related to the usage, operation, and condition of your vehicle. This information is used to triage and fix potential issues, and continuously improve your vehicle and services to you. To protect your privacy, by default, this vehicle data is either in a form that is not associated with your account or VIN, is stored in an encrypted format that Tesla cannot decrypt, or remains inaccessible unless a specific event is triggered:

- If your vehicle may require, or you otherwise request service or repair
- If there is an occurrence of a safety event (such as vehicle collision, airbag deployment or emergency braking event)
- If your vehicle requires safety services such as emergency response or Roadside Assistance
- If your vehicle experiences a hardware or software issue which may be inspected and addressed through a future software update or other resolution
- If you provide your consent, or another legal basis is applicable

We clearly define the vehicle data which we collect and don't collect. Tesla does not link your location with your account or identity, or keep a history of where you've been. Examples of the vehicle data collected include: speed information, odometer readings, vehicle component signals, internet connectivity status, battery use management information, battery charging history, electrical system functions, software version information, infotainment system data, safety-related data and camera images (including information regarding the vehicle's SRS systems, braking and acceleration, security, and e-brake); short video clips of accidents; information regarding Autopilot engagements, Summon, Sentry and other features, and other data to assist in identifying issues and analyzing the performance of the vehicle.

Location Services: Your Tesla vehicle uses location to power features such as in-vehicle maps, navigation, or mobile app location services. Location Services may use a combination of GPS, Bluetooth, IP address, and Wi-Fi and mobile towers to figure out where you are. To protect your privacy, location data is either processed directly without leaving your vehicle, is in a form that does not personally identify you, or remains inaccessible to Tesla. For safety purposes, your vehicle's location may be used when you experience a safety event (such as a collision, an airbag deployment, or automatic emergency braking event) to aid response efforts. This means that unless captured as a result of a safety event— Tesla does not link

your location to your identity or know where you've been. You may also choose to enable or disable the collection of 'Road Segment Data Analytics' at any time within your vehicle's touch screen by navigating to Software > Data Sharing. Please note, some advanced features such as real-time traffic and intelligent routing rely on such data.

Safety analysis data: In order to help improve our products and services, we may collect and store other vehicle data that might contain information that identifies you or your vehicle's VIN, including: data about accidents or near accident-like circumstances involving your Tesla vehicle (for example, Airbag deployment or automatic emergency braking event); data about remote services (for example, remote lock/unlock, start/stop charge, and honk-the-horn commands); a data report to confirm that your vehicle is online together with information about the current software version and certain telematics data; data about any issues that could materially impair operation of your vehicle; data about any safety-critical issues; and data about each software and firmware update.

Advanced features: Certain features such as real-time traffic, navigation, intelligent routing, Autopilot, and Summon, may require road segment data to function as intended. To protect your privacy, you may enable or disable the collection of this data at any time (Software > Data Sharing). If enabled, we may share this data in a way that does not identify your account or VIN with partners in order to help us improve and provide the service to you. This sharing may occur even if you are not actively using a feature that needs this information.

Charging information: We may collect information regarding the charge rate and charging stations used by you (including use of superchargers, as well as home or commercial outlets) in order to, for example, analyze which charging stations are being utilized, how long and efficient battery charges are, where additional charging stations are needed, and in some jurisdictions, participate in certain government incentive or credit programs.

Service history: In order to facilitate the service and repair of your vehicle, we may collect and process data about the service history from Tesla service centers or affiliated third-party approved body shops. This includes information such as name, VIN, repair history, parts details, estimate and costs, outstanding recalls, bills due, customer complaints, and any other information related to the vehicle's service history.

Opting out of vehicle data: Connectivity and performance is a core part of all Tesla vehicles and why some customers choose Tesla, allowing for advanced features and an enhanced driving experience. By default, Tesla provides this seamless experience while protecting your privacy. However, if you no longer wish for us to collect vehicle data or any other data from your Tesla vehicle, please contact us to deactivate connectivity. Please note, certain advanced features such as over-the-air updates, remote services, and interactivity with mobile applications and in-car features such as location search, Internet radio, voice commands, and web browser functionality rely on such connectivity. If you choose to opt out of vehicle data collection (with the exception of in-car Data Sharing preferences), we will not be able to know or notify you of issues applicable to your vehicle in real time. This may result in your vehicle suffering from reduced functionality, serious damage, or inoperability.

2. Diagnostic Data

Tesla uses diagnostic logs to keep our products and services up to date, troubleshoot or debug problems, and make continuous improvements. We aim to collect the minimum level of diagnostic data necessary to help keep your vehicle or energy product reliable, secure, and operating normally. Diagnostics may include details about vehicle configuration, firmware, energy use, electronic systems state, and other system-to-system data used to identify bugs and conduct technical evaluations. On specific events, we use diagnostic logs as basic error information to help determine whether the problems experienced can be addressed by an immediate or future software release.

3. Infotainment System Data

When using your vehicle's touchscreen, Tesla may collect certain information that is either stored on the vehicle itself, or if shared with us, is not associated with your account or VIN by default. To protect your privacy, your in-vehicle browser history and sign-in credentials are not shared with Tesla. The Infotainment system data collected may include, for example, aggregated counts of the features or apps used, playback and browsing metadata (such as radio listening time and channel), and approximate location for local radio options. For certain infotainment apps that require sign-in, if you do not have your own account, Tesla offers the option to use the app with a Tesla provisioned account instead. If you choose to use a Tesla provisioned account, then your infotainment system data for that specific app may be associated with your account or VIN. Additionally, if you experience performance issues with your infotainment and require support, Tesla may retrieve certain infotainment system data to fulfill your request, effectively troubleshoot or debug the issue, and improve our products and services.

Voice commands: Each Tesla is equipped with the ability for you to use your voice to speak commands to the vehicle. To support ongoing quality improvements, Tesla captures and processes the transcription of the command (such as "set the temperature..."). To protect your privacy, audio voice recordings are not captured, and the transcription of the command is not associated with your account or VIN. In addition, Tesla does not collect any information when using voice-to-text, as such your text messages are never sent to Tesla.

Tesla mobile app: The Tesla app puts owners in direct communication with their vehicles. With the app, you have the capability to do things like check your vehicle's charging progress in real time and start/stop charging, heat/cool the cabin before driving, lock/unlock the vehicle from afar, or locate the vehicle's current location. In order to detect and proactively fix issues related to the Tesla app's functionality, address any customer complaints, and to prevent unauthorized access or misuse, certain general usage information associated with your account or VIN may be shared with us. For example, if you use the Tesla app to change the vehicle's cabin temperature, we may collect that this command was successful or unsuccessful, without any further details, such as the change in degrees.

4. Autopilot Data

Tesla vehicles make use of a camera suite that provides advanced features such as Autopilot, Smart Summon, and Autopark. Camera functionality has been designed from the ground up to protect your privacy. Tesla does not capture continuous recordings or have live-view functionality. By default, advanced autonomous features that rely on the external cameras are processed without ever leaving your vehicle. There are two types of camera recordings

that are eligible to be transmitted from your vehicle to Tesla: Safety Event and Fleet Learning camera recordings.

- Safety Event camera recordings are automatically captured only if a serious safety event occurs such as a vehicle collision or airbag deployment. These short clips are up to 30 seconds and associated with your VIN in order to aid in providing emergency services, vehicle evaluation, and Roadside Assistance (and such recordings may include timestamp and location metadata).
- Fleet Learning camera recordings use the vehicle's external cameras to learn how to recognize things like lane lines, street signs and traffic light positions. The more fleet learning of road conditions we are able to do, the better your Tesla's self-driving ability will become. We want to be very clear that in order for Fleet Learning camera recordings to be shared with Tesla, your consent for Data Sharing is required and can be controlled through the vehicle's touchscreen at any time by navigating to Software > Data Sharing. Even if you choose to opt-in, the camera recordings are limited to 30 seconds and remain anonymous, ensuring it's not linked to you or your vehicle.

Dashcam: Dashcam is a feature available to customers, provided a properly configured USB drive is used. All recorded video is stored locally on the USB drive and not transmitted to Tesla. Before enabling this feature, please remember to consult your country's local laws related to dashcam usage in order to comply with all regulations and property restrictions.

Sentry Mode: This feature uses the vehicle's sensors and external cameras to detect and notify you when there is suspicious activity or a significant threat to your vehicle while parked. If a threat is detected, such as someone leaning on the car, Sentry Mode will flicker the headlights, display a message on the touchscreen indicating that the cameras are recording, and save footage of the event to your USB drive (if installed). Sentry Mode footage is not transmitted to Tesla. For significant threats, such as a window break-in, the vehicle will also send an alert to the mobile app paired with the car, activate the security alarm, and generate a loud unexpected sound from the audio system. Sentry Mode footage is saved to onboard memory and can be viewed directly from the vehicle's touchscreen. Sentry Mode can also operate in a similar manner without a USB drive installed, with the ability to send you an alert to your phone if a threat is detected — however, footage of the event would not be available.

If you have enabled Sentry Mode Live Camera Access, this allows you to remotely view your car's surroundings while in park, and also honk, flash headlights, and talk through the car's speaker. Audio from the car's surroundings is not recorded. To enable or disable, tap Controls > Safety & Security. When in use, the car's headlights will pulse and the touchscreen will show Sentry Mode is activated. Live Camera is end-to-end encrypted and cannot be accessed by Tesla.

Please note it is your sole responsibility to consult and comply with all local regulations and property restrictions regarding the use of cameras.

Cabin Camera: Model 3 and Model Y vehicles, and 2021 or newer Model S and Model X vehicles are equipped with a Cabin Camera that is located above the rear-view mirror.

For [eligible](#) vehicles, the cabin camera can determine driver inattentiveness and provide you with audible alerts, to remind you to keep your eyes on the road when Autopilot is engaged. To protect your privacy, camera images do not leave the vehicle itself and are not transmitted to anyone, including Tesla, unless you enable data sharing. Even in the event of a safety concern like a collision, only a log of the alerts displayed to the driver may be transmitted to Tesla, excluding camera data. If you choose to enable data sharing, in the occurrence of a serious safety risk or a safety event like a collision, it allows the vehicle to share short video clips with Tesla to help us further develop future safety features and software enhancements such as collision avoidance updates and more. To adjust your data sharing preferences, use your vehicle's touchscreen to tap Controls > Software > Data Sharing > Allow Cabin Camera Analytics. To protect your privacy, this data is not linked to your VIN, and used to continuously improve the intelligence of features that rely on Cabin Camera. You may change this setting at any time.

How We May Use Your Information

We may use the information we collect to:

- Communicate with you
- Fulfill our products and services
- Improve and enhance development of our products and services

This includes contacting you to advise you of important safety-related information, to notify first responders in the event of an accident involving your vehicle, present products and offers tailored to you, or to respond to your inquiries and fulfill your requests for product information, Tesla Updates, and other events.

Show less

When you contact us for information or make a purchase, we may use the data collected for a variety of purposes. Below are examples of what we may use your personal data for in delivering the most seamless vehicle and energy experience imaginable.

Reasons for Processing

Communicate with you

- To respond to your inquiries and fulfill your requests
- To offer you information on contests, events, and promotions and to administer these activities
- To share administrative information with you, such as changes to our terms, conditions, and policies
- For educational and awareness purposes on topics that interest you
- To advise you of important safety-related information about your vehicle or energy product or to notify first responders in the event of an accident involving your vehicle
- To conduct research, surveys, and obtain your feedback

Fulfill our products and services

- To complete your purchase, request for product leasing or financing, and have your order installed or delivered to you
- To process your payment for a product or service
- To process, assist and provide related customer support
- To monitor your Tesla product's performance and provide related services, including over-the-air updates

- To understand, triage, and fix issues or concerns with products and services

Improve and enhance development of our products and services

- To conduct research, develop and promote new products and services, and to improve or modify our existing services
- To analyze and improve the safety and security of our products and services
- For business purposes such as data analytics, audits, fraud monitoring and prevention, business planning, determining effectiveness of campaigns, reporting, and forecasting

Other circumstances

- To fulfill contractual obligations with third parties, agents and affiliates
- To analyze, reconstruct, investigate or otherwise determine the cause of a vehicle-related incident or accident
- To comply with legal obligations, law enforcement, and other government requests
- To establish, exercise, or defend legal claims
- As otherwise permitted or directed by you

Tesla retains personal data only for as long as necessary to fulfill the purposes for which it was collected, including as described in this Privacy Notice, in our service-specific notices, or as required by law. The criteria for determining data retention may include consideration of its use, our relationship with you, whether there is an existing contract for services, whether you have provided your consent, or if there is a legal requirement to retain certain data. We carefully examine whether it is necessary to retain the personal data collected and work to ensure that the data is retained for the shortest period possible.

When we process personal data about you, we do so with your consent and/or as required to provide the products or services you use, operate our business, meet our contractual and legal obligations, protect the security of our systems, products and our customers, or fulfill other legitimate interests of Tesla. We do not share information that personally identifies you with third parties for their marketing purposes unless you opt-in to that sharing. For more details regarding which legal justification Tesla relies on for each data processing activity, see "Purpose and Legal Basis" in the above section "Information We May Collect".

We may also use and disclose information about you if we believe in good faith that the law requires it for purposes of security, fulfilling our legal obligations (such subpoenas or court orders), law enforcement, or other issues of public importance, disclosure is necessary or appropriate. We may also share information about you, where there are legal grounds to do so, if we determine that disclosure is reasonably necessary to enforce our Terms of Use or protect our operations or customers. This could include providing information to public or governmental authorities. Additionally, in the event of a reorganization, merger, change of control, or sale we may transfer any personal data we collect to the relevant third party.

Collection and Use of Non-Personal Data

Except as described here, Tesla may also collect, use, and share information that does not, on its own, personally identify you. Such information may be used for any purpose, including for example, for operational or research purposes, for industry analysis, to improve or modify our products and services, to better tailor our products and services to your needs, and where legally required.

Sharing Your Information

We may share information with:

- Our service providers, business partners and affiliates
- Third parties you authorize
- Other third parties as required by law

We limit how, and with who, we share your personal data. Examples of when we may share your information include, payment processing, order fulfillment, product installation, customer service, marketing, financing, service or repair, and other similar services.

Show less

We do not sell your personal data to anyone for any purpose, period. The table below illustrates who Tesla may share your personal data with depending on your interactions with us or purchases you make.

Our service providers, business partners and affiliates

Categories of Recipients	Description	Reason for Sharing
Affiliates and subsidiaries	Companies that are owned or controlled by Tesla, or where we have a substantial ownership interest	To assist, operate, enhance, and fulfill services on our behalf based on our legitimate interests to outsource certain operations
Service providers and business partners	Companies we've hired to provide services like customer support, product financing, repair estimate providers, infrastructure, and other professional service providers	To assist, operate, and fulfill services on our behalf based on our legitimate interests to outsource certain operations
Payment processors	Companies we contract with to securely process your payment details	To enable payment processing based on our contract with you, and fraud prevention in line with our legitimate interests

Third parties you authorize

Categories of Recipients	Description	Reason for Sharing
Financial institutions	Companies that process credit applications for lease and financing offerings	To confirm your eligibility, and process your request for service based on your consent or our contract with you
Energy utilities and energy services companies	Companies that deploy and distribute energy to your home from the grid	To fulfill your request for Energy products and services based either on your consent, our contract with you or pre-contractual arrangements requested by you
Certified energy installers	Partners who may perform financing, permitting, inspections and installations	To perform, assist, and fulfill services on either our behalf or yours based on your consent or our contract with you
Third party service and repair centers	Third party service locations we partner with to provide you with quality repair	To facilitate service and repairs, and improve costs and service based on our contract with you and our legitimate interests in improving costs and service

Other third parties as required by law or other circumstances

Categories of Recipients	Description	Reason for Sharing
Law enforcement and government authorities	Disclosure of information as required by law, or when otherwise appropriate	To comply with applicable laws based on our legal obligation or legitimate interests
Government-offered incentive or credit programs	Disclosure of information as required by the program such as VIN	To comply with the participation terms of the offered program based on our legitimate interests

The personal data we collect may be shared between Tesla and our subsidiaries, affiliates (companies that are owned or controlled by Tesla, or where we have a substantial ownership interest), third party service providers, channel partners, suppliers, and others when necessary to perform services on our or on your behalf. For example, companies we've hired to provide customer service support or assist in protecting and securing our systems and services may need access to personal data to provide those functions. In such cases, these companies must abide by our privacy and data protection requirements and are not allowed to use personal data they receive from us for any other purpose.

In addition, we may share information with:

Third party service providers and channel partners to provide services such as website hosting, data analysis and storage, payment processing, order fulfillment and product installation, wireless connectivity to Tesla products, information technology and related infrastructure, customer service, product design, product diagnostics, maintenance or related services, email delivery, credit card processing, auditing, marketing, voice command processing, and other similar services.

Subsidiaries and affiliates (such as Tesla Insurance Services, Inc.) to develop new and improve existing products and services, perform data analysis, and reporting. For example, in the event you request service/repair of your vehicle from a service center or body shop that is operated either by Tesla or by a third party, we may share information about your vehicle, repair, and associated personal data to optimize your experience, accurately price repairs, and improve our business practices.

Repair estimate providers and any insurance company to enable Tesla or third party service centers to perform services on your vehicle such as repair or maintenance. When you request Tesla to perform certain services, we share limited information about you and the vehicle with these parties to help provide you with an accurate repair estimate and to facilitate payment. Repair estimate providers may use this information in the aggregate to create and publish industry analytics.

Other third party business partners to the extent that they are involved in the purchase, lease, or service of your Tesla products. We share limited information from or about you or your Tesla products to allow you to take advantage of those services if you elect to utilize them, with such partners as finance institutions, leasing, registration, title companies, electric utilities, permitting authorities and insurance companies.

Third parties you authorize, such as:

- Certified installers, where we may directly or indirectly sell you the energy products that you have requested, or where the Certified Installer owns or is financing your energy products.
- Third party utilities or energy services companies, where required by tariff or regulation or you have agreed to allow them to monitor or control your energy product.
- With third party service centers or providers, if you choose to utilize them. Note that some information about you is stored on certain Tesla products and may be accessible directly to the third party service centers or providers that you choose to utilize to diagnose or service your Tesla product.
- Third-party sponsors of contests and similar promotions, if you elect to participate; With your social media account provider, if you connect your Tesla Account and your social media account. If you do so, you authorize us to share information with your social media

account provider and you understand that the use of the information we share will be governed by the social media account provider's privacy notice.

Third parties when required by law or other circumstances, such as:

- To comply with a legal obligation (such as subpoenas or other court orders); in response to a lawful request by governmental authorities conducting an investigation, including to comply with law enforcement requirements and regulator inquiries; to verify or enforce our policies and procedures; to respond to an emergency; to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or to protect the rights, property, safety, or security of our products and services, Tesla, third parties, visitors, or the public, as determined by us in our sole discretion.
- With your employer or other fleet operator or the owner of the Tesla product, if you do not directly own it, as authorized by local law.
- In some jurisdictions, Tesla participates in government programs voluntarily or where required by law, such as incentive or credit programs related to environmental goals, energy reduction, or introduction of new technology. Tesla's participation assists us and governments to scale investments and support introduction of our technologies including electric vehicle, electric storage, and charging. Participation in some programs may require that Tesla share certain limited vehicle information and energy generation, charging, or storage information such as vehicle identification number or home address with government or regulatory agencies as dictated by the terms of these programs.
- When you accept a government-offered purchase incentive or otherwise participate in government incentive programs, Tesla may be required to provide some information to government, or its designated administrators, pertaining to your purchase, participation and eligibility in order to process the purchase incentive.
- With a third party in connection with any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any insolvency or similar proceedings).

Choice and Transparency

We enable you to obtain access and control the data that we collect, use, and share. Through device permissions, in-app settings, communication preferences, your Tesla Account, and in-vehicle data sharing controls — you are in the driver's seat, even when it comes to your data.

Show less

- [Rights and Choices](#)
- [California Privacy Disclosure](#)
- [Protection of Personal Data](#)
- [International Transfers](#)
- [Updates to this Notice](#)

Rights and Choices

Tesla Updates: When you request information, purchase a product, or sign up for promotional communications, Tesla may contact you by email, call, text, or via the Tesla app about promotions, our products and services, and other information that may be of interest to you. If you no longer want to receive promotional-related emails or messages, you may opt out at any time by following the unsubscribe instructions in the communication received from us, by changing your [communication preferences](#), or by telling us using any method from the [Privacy Questions](#) section. If you receive a call or text from us and do not want to receive similar calls in

the future, or if you do not want to receive automated calls, simply ask to be placed on our “do not call” list. Please note that we may still be required to send you administrative or other important messages, such as billing notices or policy changes, even if you opt out of receiving other communications.

Data Sharing: Tesla enables you to control what you share. Within your vehicle’s touchscreen you may enable or disable the collection of certain vehicle data (Software > Data Sharing), including Autopilot Analytics & Improvements and Road Segment Data Analytics. If you choose to enable data sharing, your vehicle may collect the data and make it available to Tesla for analysis. This analysis helps Tesla improve its products, features, and diagnose problems quicker. The collected information is not linked to your account or VIN and does not identify you personally. Depending on your selections, analytics may include details about your vehicle, its configuration, performance, software version, and short video clips or images. In order to protect your privacy, personal data is either not logged at all, is subject to privacy preserving techniques, or is removed from any reports before they’re sent to Tesla.

Data Privacy Requests: We want you to be in control of how your personal data is used by us. Subject to local law, you may have the right to be informed of, and request access to, the personal data we process about you; update and correct inaccuracies in that information; have the information restricted or deleted; object or withdraw your consent to certain uses of data; and lodge a complaint with your local data protection authority. You may also have the right not to be subject to automated decision-making, including profiling, where it would have a legal or similarly significant effect on you; and the right to data portability with regard to the data you provided to us. Tesla enables you to exercise those rights in a variety of ways, including by:

- Submitting a [data privacy request](#) online
- Emailing us at privacy@tesla.com
- Writing to us at Tesla Inc, Attn: Legal – Privacy, PO Box 15430, 240 Francisco Lane, Fremont, CA 94539, United States.
- By accessing your Tesla Account to update your information at any time

When contacting Tesla and where your issue requires it, we may request more information from you, such as to verify identity, or indicate that a response will require additional time. You may at any time refer your complaint to the relevant regulator in your jurisdiction if you are unsatisfied with a reply received from us. If you ask us, we will endeavor to provide you with information about relevant complaint avenues which may be applicable to your circumstances.

California Privacy Disclosure

California residents have a right to knowledge, access, and deletion of their personal data under the California Consumer Privacy Act. California residents also have a right to opt out of the sale of their personal data by a business and a right not to be discriminated against for exercising one of their California privacy rights. Tesla does not sell your personal data to anyone for any purpose, and does not discriminate in response to privacy rights requests.

Tesla provides disclosure of our data practices in this Privacy Notice. This includes what personal data is collected, the source of the personal data, and the purposes of use, as well as whether Tesla discloses that personal data and if so, the categories of third parties to whom it is disclosed. California residents who have purchased a Tesla product or service may exercise their rights directly or through an authorized agent by signing in to their Tesla account and making a [data privacy](#)

[request](#). If you are a California resident without a Tesla account and you or your authorized agent would like to exercise your privacy rights, requests may also be made by:

- Emailing us at privacy@tesla.com
- Calling us at 1-844-288-3752
- Writing to us at Tesla Inc, Attn: Legal – Privacy, PO Box 15430, 240 Francisco Lane, Fremont, CA 94539, United States.

If you do not have a Tesla account, Tesla may ask you for information which we consider necessary to verify your identity for security and to prevent fraud. This information may include name, contact information, and information related to your transaction or relationship with Tesla, but the specific information requested may differ depending on the circumstances of your request for your security and to protect privacy rights. If you request deletion of your personal data, please note, that we will both render certain personal data about you permanently unrecoverable and also de-identify certain personal data.

Protection of Personal Data

Tesla uses administrative, technical, and physical safeguards to protect your personal data, taking into account the nature of the data and the threats posed. Tesla has implemented a variety of safety and security features to consistently protect your information. For example, your Tesla Account includes owners resources, guides and important documents, so we offer [multi-factor authentication](#) to protect your account. Each Tesla vehicle also includes a feature called [Pin to Drive](#) allowing you to set a secure four-digit verification code that must be entered before the car is driven. In addition, if you sell or transfer your vehicle to another person, Tesla makes it easy to perform a factory reset and remove your personal data before giving your car to a new owner (Controls > Service > Factory Reset).

We also implement other appropriate technical and organizational measures to help safeguard and secure your personal data. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure or compromised, please immediately notify us by using the contact information below.

This Notice does not address, and we are not responsible for, the privacy, information, or other practices of any third parties, including any third party operating any site or service to which we may link to on this Notice. The inclusion of such a link does not imply endorsement of the linked site or service by us or by our affiliates, nor does it imply an affiliation with the third party. Additionally, we are not responsible for the collection, use, or disclosure policies and practices (including the data security practices) of other organizations, such as any other app developer, app provider, social media platform provider, operating system provider, or wireless service provider, including any information you disclose to other organizations through or in connection with our software applications or social media pages. In addition, our products and services are not directed to individuals under the age of sixteen, and we request that such individuals not provide any information to Tesla.

International Transfers

Tesla is a global company, and we operate internationally. By making a purchase or otherwise submitting your personal data to us, your information may be transferred to Tesla in the United States and countries other than your place of residence or in which the information was originally collected. For example, where we have facilities or in which we engage service providers. Tesla

complies with laws on the transfer of personal data between countries to help ensure your data is protected as described in this Notice, wherever it may be.

We may rely on various legal grounds to collect, use, and otherwise process your information, including: your consent; that the information is necessary for the performance of a contract with you; to comply with a legal obligation; to protect your, or someone else's vital interests; or for a legitimate interest that is balanced against your rights and interests. These legitimate interests may include Tesla's interest in improving its products and services, enhancing safety and security, protecting Tesla or its business partners against wrongful conduct, and responding to customer inquiries and claims. Where applicable, we will inform you whether and why we need certain information from you, for example, whether we need the information to fulfill a legal or contractual requirement and what the consequences are of not providing the information.

If you are located in the European Economic Area (EEA), the United Kingdom (UK), or Switzerland, we ensure that the transfer of your personal data is carried out in accordance with applicable privacy laws and, in particular, that appropriate contractual, technical, and organizational measures are in place. Tesla's international transfer of personal data collected in the EEA, the UK, and Switzerland is governed by Standard Contractual Clauses. The controller of personal data relating to individuals located in the EEA, UK, or Switzerland, is Tesla International B.V. in the Netherlands. For questions or concerns please contact our Data Protection Officer, by emailing privacy@tesla.com, or by writing to us at Tesla International B.V., Attn: Privacy – DPO, 122 Burgemeester Stramanweg, 1101 EN Amsterdam, Netherlands. You may also contact and have the right to lodge a complaint with the Dutch Data Protection Authority or your local data protection authority.

Updates to this Notice

This Notice sets out the essential details relating to your personal data relationship with Tesla. From time to time, we may develop new capabilities, features, or offer additional services which may require we make material changes to this Notice. When we do, we'll let you know by revising the date this Notice was last updated on our website. Other times, we may provide you with additional notice (such as an email) with more information about the revisions. Unless stated otherwise when we introduce these new or additional services, they will be subject to this Notice and become effective when we post it on our website.

Privacy Questions

For privacy questions or comments, to opt out from certain services, or to submit a data privacy request, please contact us.

Updated February 2022



COMPLIANCE QUARTER: PROFILE



WWW.COMPLIANCEQUARTER.COM.AU

WHY

Regulatory compliance services need to evolve at the same pace as the markets they serve. We make this possible.

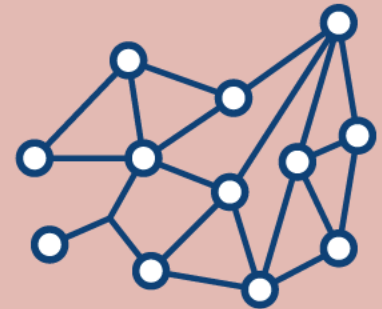
With energy expertise



With regulatory specialists



With ground breaking systems



We make it easier for businesses under an immense regulatory burden, and we give those with the responsibility for this endless task a sense of ease and control.

The tools that we have developed and employ are explained in this document.

Compliance Quarter works with a large number of energy retailers with a focus on energy compliance. We provide a virtual compliance officer service where we ensure that our clients are aware of regulatory changes and that our clients are implementing a compliance management program.

Our passion is the evolving energy market. The integration of large scale and embedded generation into the NEM gives rise to interesting regulatory challenges.

We enjoy complexity. We love applying existing regulatory frameworks to new and interesting business models and new services that benefit consumers, the environment, and society.

If you have a challenge for us, we would love to hear from you.

HOW WE WORK

Each engagement is customised to ensure that we meet the needs of our clients.

We review our client's businesses and determine what resources the client needs to ensure compliance.

The resources that we provide our clients with include documents establishing a compliance framework, online and on demand training, processes, policies and procedures.

We are often engaged to assist our clients in running Compliance Committees where new and existing regulatory obligations are considered and improvements made to our client's compliance programs.

WHO WE WORK WITH

01

Energy regulators including the Australian Energy Regulator (AER) and Essential Services Commission (ESC) On behalf of our clients.

02

Financial services regulators On behalf of our clients.

03

External top tier law firms including on joint projects and on a collaborative basis.

04

Innovative energy businesses. Leading the transition to clean renewable energy.

HOW WE DELIVER

Compliance HUB moves businesses away from static document based controls to 'self serve,' responsive and dynamic controls leaving legal and compliance professionals to focus on higher value work.

The Compliance HUB is a centralised SaaS product where obligations are identified and managed.

01

Dynamic risk based assessment of regulatory obligations.

02

Obligations linked to controls so you can see what needs to change and when.

03

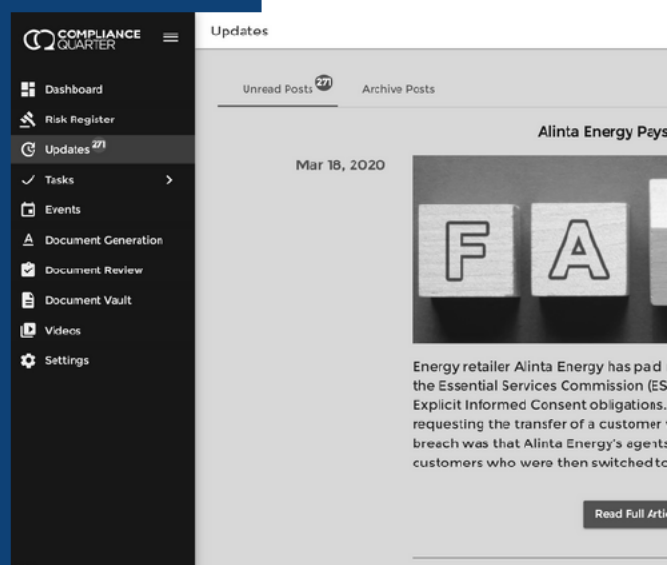
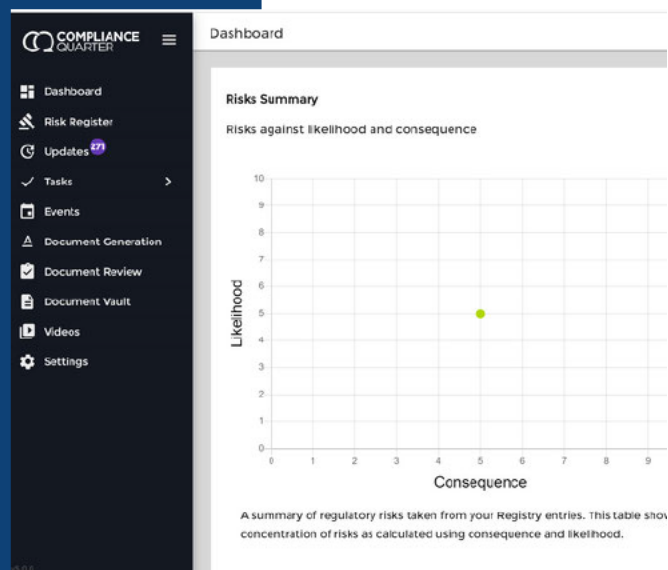
Automated document review using Titan, built in consultation with data scientists from Oxford, UK.

04

A policy and procedure 'Vault' with automatic version control.

05

Scenario based video training for front line staff including on AFSL compliance, customer hardship, payment difficulties, EIC and more.



CASE STUDIES



Case Study: Operationalising Obligations

We were engaged by a large energy distributor to develop controls for an obligations register drafted by their external legal team. We worked with the client to develop a series of process documents, policies, procedures and guidelines that they then rolled out across the business.

Case Study: Retail Authorisations

We worked with a solar PPA provider looking to expand and offer retail supply within Australia. We successfully obtained electricity authorisations and licences so that the client could retail electricity in all of the Eastern States of Australia.

Case Study: Compliance Manager

We took over the function of Compliance Manager in an established electricity retailer- replacing the existing Compliance Manager who left for other employment. We were able to offer an outsourced solution to the client, providing ongoing support to the business, including via a dedicated Slack channel. We helped the client launch new retail products and further refined its compliance program.

We have provided the Compliance Manager service for several energy businesses operating within Australia.

A low-angle, black and white photograph of several modern skyscrapers with glass facades, reaching towards a clear blue sky. The perspective creates a sense of height and architectural grandeur. The text is overlaid on the upper portion of the image.

THE FUTURE OF REGULATORY COMPLIANCE CONSISTS OF ADVANCED SYSTEMS WORKING ALONGSIDE EXPERTS.

We have worked with some of the world's
most innovative energy businesses.

1st March 2023

Our Ref: 1071-26

Tesla Energy Ventures Australia Pty Ltd

**Re: Tesla Energy Ventures Australia Pty Ltd Compliance and Risk Audit
Action Verification**

Further to Shared Safety and Risk's independent audit of Tesla Energy Ventures Australia Pty Ltd's compliance and risk management systems in February 2023, I can confirm that we have reviewed Tesla Energy's audit response and verified completion of the recommended actions through document review.

As such we can confirm Tesla Energy Ventures Australia Pty Ltd's compliance and risk management arrangements meet the planned requirements.

If any further information is required or if you have any queries regarding this information please do not hesitate to contact me on [REDACTED]

Yours sincerely,

[REDACTED]

Exemplar Global Lead Auditor #114812
Director

ASIC Current Organisation Extract



ASIC Data Extracted 27/02/2023 at 14:40

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 665 982 365 TESLA ENERGY VENTURES AUSTRALIA PTY LTD -

ACN (Australian Company Number):	665 982 365	Document No.
ABN:		
Current Name:	TESLA ENERGY VENTURES AUSTRALIA PTY LTD	
Registered in:	Victoria	
Registration Date:	23/02/2023	
Review Date:	23/02/2024	
Company Bounded By:		

- Current Organisation Details -

Name:	TESLA ENERGY VENTURES AUSTRALIA PTY LTD
Name Start Date:	23/02/2023
Status:	Registered
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

<u>Registered Office</u>		3EVB08723
Address:	THOMSON GEER 'RIALTO SOUTH TOWER' LEVEL 23 525 COLLINS STREET MELBOURNE VIC 3000	
Start Date:	23/02/2023	
<u>Principal Place of Business</u>		3EVB08723
Address:	LEVEL 14 15 BLUE STREET NORTH SYDNEY NSW 2060	
Start Date:	23/02/2023	

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

[Director](#)

Name:	CLEVE JARROD SCHUPP	3EVB08723
Address:	[REDACTED]	
Birth Details:	[REDACTED]	
Appointment Date:	23/02/2023	
Cease Date:	//	

Name:	JOSEF KRYGER TADICH	3EVB08723
Address:	[REDACTED]	
Birth Details:	[REDACTED]	
Appointment Date:	23/02/2023	
Cease Date:	//	

Secretary

Name:	BEN ROBERT REDMOND	3EVB08723
Address:	[REDACTED]	
Birth Details:	[REDACTED]	
Appointment Date:	23/02/2023	
Cease Date:	//	

- Share Structure -

Current

Class:	ORDINARY	3EVB08723
Number of Shares Issued:	10	
Total Amount Paid / Taken to be Paid:	\$10.00	
Total Amount Due and Payable:	\$0.00	

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class:	ORD	Number Held:	10	3EVB08723
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Beneficially Owned: Yes

Fully Paid: Yes

- Members -

Name: TESLA ENERGY VENTURES HOLDINGS B.V.

ACN:

Address: BURGEMEESTER STRAMANWEG 122, 1101 EN AMSTERDAM NETHERLANDS

Joint Holding: No

- External Administration Documents -

[There are no external administration documents held for this organisation.](#)

- Charges -

[There are no charges held for this organisation.](#)

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.

InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

* Documents already listed under Registered Charges are not repeated here.

* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

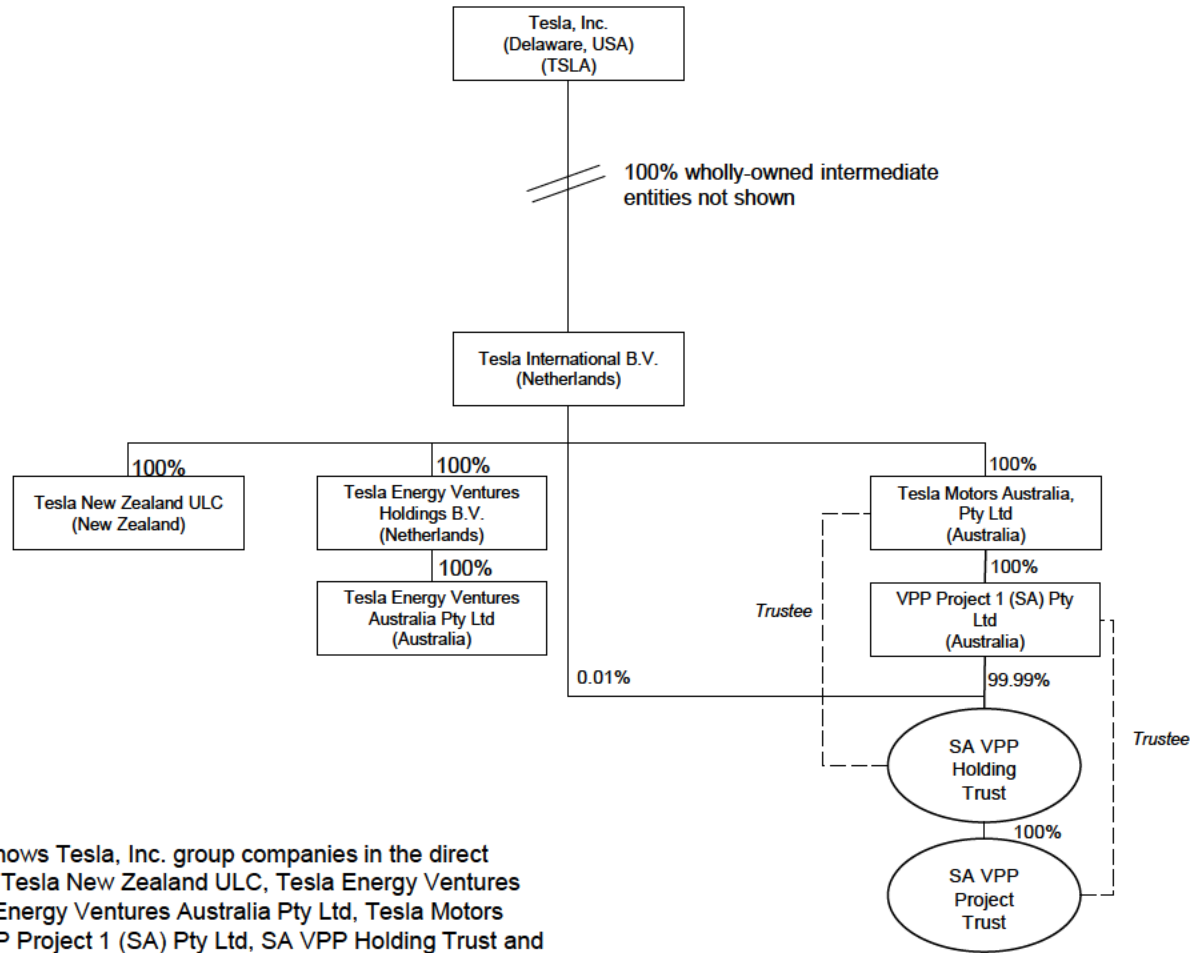
Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
201	23/02/2023	23/02/2023	3	23/02/2023	3EVB08723
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

*** End of Document ***

Tesla, Inc.

Abridged Organization Chart as of June 7, 2023*



*This org chart only shows Tesla, Inc. group companies in the direct chain of ownership of Tesla New Zealand ULC, Tesla Energy Ventures Holdings B.V., Tesla Energy Ventures Australia Pty Ltd, Tesla Motors Australia, Pty Ltd, VPP Project 1 (SA) Pty Ltd, SA VPP Holding Trust and SA VPP Project Trust, excluding 100% wholly-owned intermediate entities between Tesla International B.V. and Tesla, Inc.

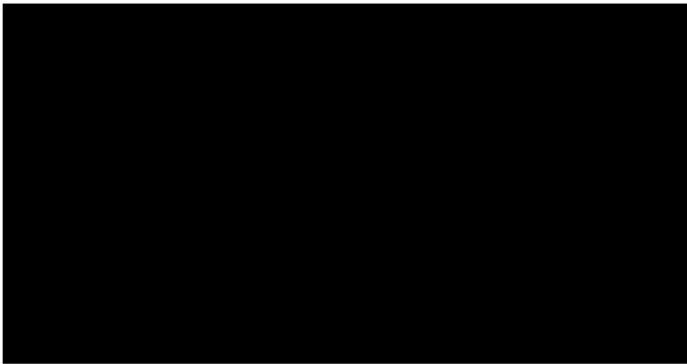
Tesla, Inc. is listed on NASDAQ (TSLA).



Date: 20 March 2023

Re: Financial Resources - Criteria 5

I, [REDACTED] being a Director of Tesla Energy Ventures Australia Pty Ltd, declare that Tesla Energy Ventures Australia Pty Ltd is a going concern and I am unaware of any factor that would impede Tesla Energy Ventures Australia Pty Ltd's ability to finance its energy retail activities under the authorisation for the next 12 months.



Chartered Accountant, 470426

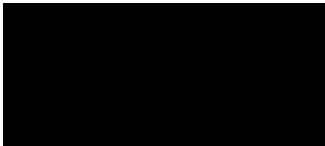
Financial Resources - Criteria 6

I, Daniel van der Heyden [REDACTED], being a Chartered Accountant [REDACTED] [an independent accountant of Tesla Energy Ventures AU Pty Ltd], declare that:


- An insolvency official has not been appointed in respect of Tesla Energy Ventures AU Pty Ltd or any property of Tesla Energy Ventures AU Pty Ltd.
- No application or order has been made, resolution passed or steps taken to pass a resolution for the winding up or dissolution of Tesla Energy Ventures AU Pty Ltd.
- I am unaware of any other factor that would impede Tesla Energy Ventures AU Pty Ltd's ability to finance its energy retail activities under the authorisation.

Dated: 28 March 2023

Kind regards,



Daniel van der Heyden
Chartered Accountant, 470426

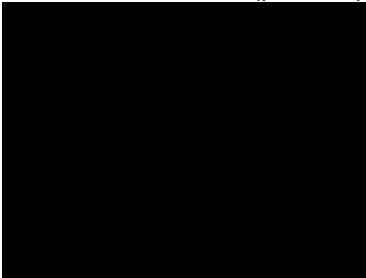




I, [REDACTED] being a director of Tesla Energy Ventures Australia Pty Ltd, declare that other than as set out in Attachment A, Tesla Energy Ventures Australia Pty Ltd, Tesla Energy Ventures Australia Pty Ltd's associates, any other business where Tesla Energy Ventures Australia Pty Ltd's officers have held an officer position and any other entity that exerts control over Tesla Energy Ventures Australia Pty Ltd has not had:

- Any material failure to comply with regulatory requirements, laws or other obligations over the previous 10 years, including infringement notices or other enforcement action (including voluntary administrative undertakings) being taken by a regulatory body.
- Any previously revoked authorisations, authorities or licences held in any industry.
- Any failed authorisation, authority, or licence applications in any industry.
- Any past or present administrative or legal actions in relation to an authorisation, authority or licence in any industry.
- Any situation where Tesla Energy Ventures Australia Pty Ltd or an associate of Tesla Energy Ventures Australia Pty Ltd, has previously triggered the RoLR provisions of the Retail Law or equivalent state/territory/foreign legislation, or have transferred or surrendered an authorisation or licence in circumstances where if not done, triggering a RoLR event would have been likely,

Director's Name (please print)



Attachment A

On 12 October 2023, the Australian Competition and Consumer Commission (**ACCC**) announced that Tesla Motors Australia Pty Ltd has paid penalties of \$155,460 after the ACCC issued it with ten infringement notices for allegedly failing to comply with mandatory safety standards for products powered by button batteries, in breach of the Australian Consumer Law.

Since the ACCC started investigating the issue, Tesla removed the products from sale and started testing them. The Model 3/Y and Model X key fobs have subsequently been found to comply.

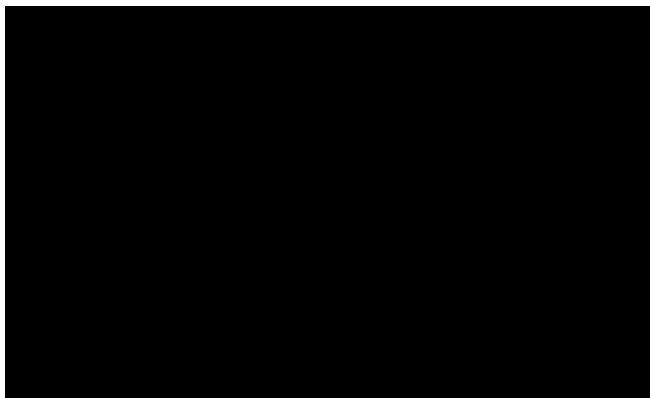
The applicant for a retailer authorisation, Tesla Energy Ventures Australia has developed comprehensive controls under its retail regulatory compliance program, and these are outlined within the authorisation application. The compliance issues that are identified above do not indicate in any way that Tesla Energy Ventures Australia is not a suitable entity to hold a retailer authorisation and both Tesla Energy Ventures Australia and Tesla Motors Australia are committed to compliance with all applicable regulatory obligations.



Date: 20 March 2023

Re: Suitability - Criteria 2

I, [REDACTED] being a Director of Tesla Energy Ventures Australia Pty Ltd declare that Tesla Energy Ventures Australia Pty Ltd's current director/s (or shadow / de facto director/s), and any other person that exerts control over Tesla Energy Ventures Australia Pty Ltd's business activities, and all persons who are responsible for significant operating decisions for Tesla Energy Ventures Australia Pty Ltd have not committed or been the subject of any offence or successful prosecution under any territory, state, Commonwealth or foreign legislation (including, but not limited to, the Australian Securities and Investments Commission Act 2001 (Cth), Competition and Consumer Act 2010 (Cth) and the Corporations Act 2001 (Cth), relevant to Tesla Energy Ventures Australia Pty Ltd's capacity as an energy retailer.





Date: 20 March 2023

Re: Suitability - Criteria 4

I, [REDACTED] being a Director of Tesla Energy Ventures Australia Pty Ltd declare that:

- No member of Tesla Energy Ventures Australia Pty Ltd's management team has been disqualified from the management of corporations;
- There is no record of bankruptcy, including in any overseas jurisdiction, of any member of Tesla Energy Ventures Australia Pty Ltd management team.

