BECOME A PARTNER

IN THE UPPER CLUTHA'S ENERGY SYSTEM



REGISTER YOUR INTEREST NOW!

AURORA ENERGY IS CALLING FOR REGISTRATIONS OF INTEREST TO PROVIDE ADDITIONAL NON-NETWORK CAPACITY SUPPORT IN ITS UPPER CLUTHA AREA.

If you, or your organisation, have access to Distributed Energy Resources that could be used to help manage peak demand, and you're looking to enter the Flexibility Trading market, we'd love to hear from you.



In 2020, Aurora Energy entered in to a non-exclusive partnership with SolarZero to provide non-network capacity solutions for the Upper Clutha region. This is a fast growing area on our network and, as part of reviewing how we can continue to meet growth in a cost-effective, sustainable way, we are now looking to extend the opportunity to other suppliers of non-network solutions who may be keen to be involved.

Registering your interest is the first part of a two-stage process. This first stage is a pre-qualification process, which allows Aurora Energy to understand your capabilities and experience as it relates to the provision of non-network capacity support. Those who meet Aurora Energy's requirements will progress to the second stage, and be invited to submit a proposal under an RFP process.

If you would like to know more about the stages of Aurora Energy's open call process for non-network capacity support, or are keen to understand the definitions of the various roles and functions under a Flexibility Market, please go to www.auroraenergy.co.nz/about/non-network-capacity-support

THE UPPER CLUTHA AREA

WHY WE'RE SEEKING NON-NETWORK CAPACITY SUPPORT & WHAT'S REQUIRED



The Upper Clutha has been a consistently growing region on our network and, as part of investigating options to reduce peak demand through cost-effective solutions for customers, we are looking for additional providers to work with us to offer alternatives to upgrading the network's two 66kV lines from Cromwell to Wānaka (as demonstrated on the map above).

Furthermore, Aurora Energy also requires capacity support during summer peak periods as an alternative to replacing the power transformers at our substations at Camp Hill, Queensberry and Lindis Crossing which supply Hāwea - including Hāwea Flat, Queensberry and Luggate (and Tarras and Bendigo) respectively.

Depending on the growth rate in the region and the quantity and quality of the contribution by non-network capacity support, we could defer network upgrades by two, to over five years. This solution would lower investment costs and ultimately, the costs customers pay through their lines charges.

If contracted by Aurora Energy to provide non-network capacity support, that means you'll need to respond to Aurora Energy's requirements to reduce demand on the Upper Clutha network circuits.

In the Registration of Interest process, Aurora Energy will seek to understand your capability against its requirements. Firm service levels however will be outlined during the Request for Proposal (RFP) process, and are dependent on the capability of the Flexibility Trader and the type of non-network solution provided.

Below are the types of services that will be required for the Upper Clutha non-network capacity support solution.

AURORA ENERGY IS COMMITTED TO ONGOING INNOVATION. WE WILL THEREFORE CONSIDER OTHER REQUIREMENTS TO ENABLE INNOVATIVE SOLUTIONS TO HELP CURTAIL PEAK DEMAND GROWTH. FOR EXAMPLE, WE'RE INTERESTED IN SOLUTIONS BY TRADERS THAT CAN MANAGE DEMAND TO A DEFINED PROFILE RATHER THAN RESPONDING TO A DISPATCH INSTRUCTION.

RESPOND TO EVENT & URGENT INSTRUCTIONS

- Aurora Energy will send an event notification to the Flexibility Traders of when an event is projected to occur, and the Trader must ensure that its contracted capacity and/or storage is ready for dispatch. An event, or an event day, means demand is approaching the secure capacity limit of the Upper Clutha sub-transmission system, or there's a planned maintenance or unplanned contingency event where only a single sub-transmission circuit is in service in the Upper Clutha Area.
- Aurora Energy will send event instructions to Flexibility Traders to dispatch the required output. The number and duration of dispatches will depend on the Flexibility Trader's system capability and/or Aurora Energy's network need.
- Urgent instructions are similar to event instructions, but without prior notification. This would be issued for unplanned outages on either of the two Upper Clutha circuits.

PROVIDE A COMMUNICATIONS INTERFACE

- If contracted by Aurora Energy, you will need to provide and operate a suitable communications interface.
- The interface will need to show visibility into the status of your flexibility resources and their available capacity and/or storage.
- It must be able to receive event notifications, event instructions or urgent instructions. This should be an interface that can be, or is, widely used in the industry and is not bespoke.
- The interface will need to provide analogue data as needed for operation.
- You may be required to provide other interfaces and data, dependent on the type of non-network support provided.
- It is envisaged the selected supplier will work with Aurora Energy to establish operational requirements of the interface/s.

EXAMPLES OF FLEXIBILITY RESOURCES

Please note, flexibility is not limited to these resources or systems, and we welcome all suggested solutions as part of your registration of interest.



LARGE-SCALE

- Large distributed generators able to reliably generate on request
- Large network-connected battery systems able to reliably export energy to the electricity distribution network on request
- Large industrial systems able to reliably reduce demand on request
- Irrigation load that can be reduced at peak times

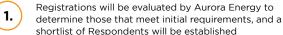


SMALL-SCALE

- · Owned or aggregated by a Flexibility Trader
- Residential or commercial battery systems able to respond on request to discharge
- Electric vehicle chargers that can respond to a request to reduce charging demand
- Electric heating and/or cooling load that is able to be reduced on request
- Other small-scale systems that can be aggregated to respond on request
- Irrigation system that can be aggregated
- Managed demand profile

These small-scale systems must be aggregated from residential customers and/or businesses. The Flexibility Trader may be a specialist aggregator company, a retailer, or an agent with capability as an aggregator acting for similar businesses such as schools, grocery retailers, electric vehicle chargers etc.

THE PROCESS FOR REGISTRATIONS OF INTEREST







4. Aurora Energy evaluates the Proposals

5. Negotiation and due diligence stages will be undertaken with Respondents

6. Recommendations developed and approved, and agreements confirmed. The contract term will be negotiated, non-exclusive, with annual reviews to assess performance against agreed firm service levels.

FOR THOSE SHORTLISTED

 A Respondent shall be notified in writing by Aurora Energy if it has been shortlisted.

Making the shortlist does not constitute an acceptance by Aurora Energy of the Respondent's response, nor imply or create any obligation on Aurora Energy to award an agreement to that Respondent.

 Aurora Energy may at any time, without being liable to the Respondent, cease discussions with any Respondent and not proceed with an RFP or any other procurement process.

FOR THOSE UNSUCCESSFUL

 A Respondent shall be notified by Aurora Energy within 20 working days if it is not shortlisted to proceed to the next stage.

Aurora Energy will provide feedback as to why the Respondent was not shortlisted, so the Respondent is aware for future Open Call processes. The Respondent is also welcome to address any requirements not met and re-register if the Open Call is still open.

REGISTER YOUR INTEREST NOW AT WWW.AURORAENERGY.CO.NZ/ABOUT/NON-NETWORK-CAPACITY-SUPPORT

GENERAL CONDITIONS OF REGISTRATION OF INTEREST (ROI)

NO CONTRACT OR LEGAL RELATIONS

This ROI is solely a request for information. It does not constitute a contract, offer to enter into a contractual relationship or give rise to any binding legal obligations on Aurora Energy.

- Aurora Energy reserves the right to:
 Cancel, alter or postpone this ROI at any time
- To decide not to shortlist any or all respondents
- Not to proceed with any subsequent process at the completion of this ROI.

As far as permitted by law, Aurora Energy is free to deal with responses and respondents as it considers necessary or appropriate at the time. Aurora Energy is not required to disclose its dealings to respondents or provide an opportunity for respondents to comment, except to the extent specifically required by this ROI. All respondents agree that:

- No legal or other obligations shall arise between a respondent and Aurora Energy in relation to this ROI or the process, conduct or outcome of the ROI
- This ROI, and any response to it, does not create any form of process contract between Aurora Energy and any respondent, potential respondent or other party, or a right for any respondent (including a shortlisted respondent) to participate in any subsequent process carried out at the completion of this ROI.

ACCEPTANCE OF ROI GENERAL TERMS AND

By submitting a response, the respondent accepts and agrees to be bound by all the terms and conditions specified in this ROI.

CONFIDENTIALITY OF THIS ROI

This ROI, and the information, notices, comments and documents (electronic and paper) supplied at any time by Aurora Energy (either itself or through its consultants or advisors) in connection with this ROI, is confidential Aurora Energy retains all ownership and other rights (including intellectual property) in the information it provides to the respondent. Respondents must:

- Not use the information provided by Aurora Energy for any purpose other than preparing a response to
- Treat this ROI and any such information as strictly confidential and not release or disclose any of the information to any other person (other than your employees or professional advisors for the purpose of preparing your response) without the prior written consent of Aurora Energy.

A respondent must not make any public statement in relation to this ROI or the awarding of any subsequent contract without the prior permission of Aurora Energy. The obligations of confidentiality in this section are ongoing and will continue indefinitely.

ACCURACY OF INFORMATION

Aurora Energy believes that the information contained in, or provided in connection with, this ROI is correct at the time it is issued. While Aurora Energy endeavours to supply correct information, it does not provide any warranty as to the accuracy or completeness of information supplied with this ROI. Any reliance on the information provided by Aurora Energy is solely at the respondent's risk.

Aurora Energy reserves the right to expand, amend alter, correct and/or clarify any information at any time.

- Those submitting a response will be deemed to have:
 Examined this ROI and any notice to respondents or other information supplied by Aurora Energy in writing (if any)
- Made its own enquiries and applied its own judgment in deciding whether or how to submit
- Considered all the risks, contingencies and other circumstances that may have an effect on their response
- Satisfied themselves as to the correctness and sufficiency of their response.

RESPONSE COMPLETENESS AND ACCURACY

The respondent warrants that the information they provide to Aurora Energy, including information contained in any response, is complete and accurate and not misleading in all material respects, and that material details have not been withheld. The respondent also warrants that the information they provide to Aurora Energy (including in any response) and the use of such information by Aurora Energy for the purposes of this ROI (including the evaluation the response and the negotiation and implementation of any contract) will not breach any third-party intellectual property rights.

NON-CONFORMING RESPONSES

Responses that:

- Are not submitted in the format required
- Do not include, in the form required, all the information required to be included
- Are submitted late
- Do not comply with, or conform to, this ROI in any other way Will be deemed Non-conforming Responses

Any Non-conforming Responses received by Aurora Energy may be rejected or evaluated during evaluation at the sole discretion of Aurora Energy. Aurora Energy encourages respondents to seek clarification or explanation from Aurora Energy if required on any points to enable it to submit a conforming response.

AMBIGUITIES OR INCONSISTENCIES

Where any respondent identifies an ambiguity or inconsistency in this ROI, the respondent must bring that ambiguity or inconsistency to Aurora Energy's attention by completing and returning the Request for Explanation Form attached at the end of this ROI to the Aurora Energy contact email. If Aurora Energy considers there is an ambiguity or inconsistency in this ROI, it may issue a Notice to Respondents to all respondents at its sole discretion.

VARIATIONS OF THIS ROI

Aurora Energy reserves the right, at its sole and absolute discretion, to modify and/or amend this ROI, at any time prior to the closing date. Any such modifications and/ or amendments made will be issued as a 'Notice to Respondents'.

If the modification(s) or amendment(s) to the ROI specified in the Notice to Respondents is of such a nature that it could reasonably be expected to have a material impact on a response that has already been submitted by a respondent, the respondent will be given the opportunity to submit to Aurora Energy any modification(s) and/or amendment(s) that is necessary to its response

NOTICE TO RESPONDENTS

Any Notice to Respondents will be issued to all recipients of this ROI. A Notice to Respondents that is issued by Aurora Energy and sent to all respondents will, upon issue, become part of the ROI. Aurora Energy is not liable to any respondent who fails to become aware of any Notice to Respondents, which has been published or distributed in the same manner as the original ROI.

Aurora Energy may, at its discretion, respond to the Respondent alone or publish the response in a Notice to Respondents. Aurora Energy will not publish or divulge material which indicates a particular Respondent's commercial approach. The source of each Request for Explanation will be kept confidential.

EVALUATION

Aurora Energy reserves the right to weight any assessment and selection criteria in accordance with its own priorities at the time. Aurora Energy is not bound to accept any response and will have absolute discretion to apply whatever evaluation criteria it considers appropriate to prepare a shortlist of potential respondents (if applicable).

OWNERSHIP OF RESPONSES

All responses become the property of Aurora Energy upon submission, and do not have to be kept, destroyed or returned to the Respondent. Aurora Energy may use the information contained in a response as it sees fit, subject to the above obligations of confidentiality.

CONFLICTS OF INTEREST

Respondents are to disclose and advise Aurora Energy of any facts or circumstances which may give rise to any conflict of interest arising from the interests or duties of the respondent or its employees, officers shareholders or directors in relation to this ROI or are relevant to their response.

AURORA ENERGY'S RESERVED RIGHTS

Aurora Energy reserves the right to:

- Suspend, postpone or cancel this ROI at any time prior to the closing date or to re-advertise for ROI
- Make any change to this ROI and any associated
- Accept, reject or refuse any response (in whole or in part) and/or not to invite any respondent to participate in any subsequent process following completion of this ROI process
- Exclude any person from this ROI or any part of this ROI process for any reason
- Not to proceed with any subsequent process following the completion of this ROI and not contract for all or any of services on which this ROI is seeking information
- Treat any response as valid notwithstanding that it does not strictly comply with this ROI and/or rectify any errors in, or omissions from, any responses
- waive any irregularities or informalities in the ROI process; and
- Seek clarification or undertake further inquiries concerning any response, including by contracting
- Apply any weighting or other judgement process to information provided in response to this ROI Provide to, or withhold from, any respondent (or
- other person) questions and answers to questions arising through this ROI process
- Restrict the supply of, or access to, any of Aurora Energy's personnel, information or property
- Meet with, enter into discussions with one, or more than one, respondent (or any other person) at any time and upon any terms and conditions Not to draw up a shortlist of respondents
- Do any other act or thing that it sees fit in relation to this ROI

In each case, with or without notice to all or any respondents, and with or without having or giving any

Except for a breach of its confidentiality obligations above, Aurora Energy will not be liable for any direct or indirect damage, loss or cost (including legal costs and response preparation costs) to any respondent or other person in relation to this ROI and/or preparing any response to this ROI, including, to avoid doubt, where Aurora Energy exercises any of its reserved rights above.

Respondents and potential respondents must bear all of the costs of preparing and submitting a response, regardless of whether Aurora Energy alters, postpones or cancels this ROI or does not proceed with any subsequent process after the completion of this ROI, including all costs relating to any:

- Requests for information (including additional information) or clarification by Aurora Energy; and/
- Discussions and/or meetings with Aurora Energy (if applicable)

Collusion between respondents is strictly prohibited and may result in the respondent being excluded or disqualified from further participation in this ROI at Aurora Energy's discretion.

By submitting a Response, Respondents acknowledge that they have not and shall not engage in any practices that gives one party an improper advantage over another, and/or engage in any unfair and unethical practices, in particular any collusion, secret commissions or such other improper practices.

GOVERNING LAW

This ROI is governed by the law of New Zealand, and the New Zealand courts have exclusive jurisdiction as to all matters relating to this ROI.

AURORA ENERGY





@auroraenergynz



Aurora ENERGY