



Standard Terms and Conditions for the Electricity Agreement

1. About this Document

This document sets out the terms and conditions on which we, **I Switch Pte Ltd**, (the “**Retailer**” or “**We**”) agree to sell electricity and related services to you (the “**Customer**” or “**You**”) (each a “**Party**” and collectively the “**Parties**”). This document, along with the Contract Form, will form a binding agreement (the “**Electricity Agreement**”).

2. Representations by the Retailer

- (a) We are a Retail Electricity Licensee;
- (b) We will observe and comply with the Applicable Law and our electricity licence in the performance of the Retailer’s duties;
- (c) We agree to sell electricity and related services described herein to you in accordance with the Electricity Agreement.

3. Representations, Warranties, and Undertakings by the Customer

You make and give the following representations, warranties, and undertakings:

- (a) You are a Contestable Customer;
- (b) You have entered into an agreement with the Transmission Licensee for the connection of your Premises to the electricity transmission and distribution system of Singapore and such agreement will remain in force for the Contract Period;
- (c) You agree to pay us for the electricity and related services we sell under this Electricity Agreement in accordance with Section 4 of this Electricity Agreement;

3A. Code of Conduct for Retail Electricity Licensees (“CCREL”)

The Parties acknowledge that:

- (a) modifications may be made to the CCREL by the Authority; and
- (b) we shall be bound by any applicable modification made to the CCREL from time to time unless the Authority, when publishing the modification, specifies that this is not the case.

4. Charges, Billing and Payment

- 4.1 We shall produce an invoice of all the Energy Charges payable by you on a monthly basis. We will provide separate invoices for each of your Premises.
- 4.2 We shall consolidate and invoice you the Energy Charges and the Third Party Charges incurred during the applicable billing period, save for all Transmission Charges which you shall pay directly to the Transmission Licensee.
- 4.3 You agree to pay us the amount stated in our invoice on or before the Due Date.
- 4.4 If payment is not received by the Due Date, we will send you a reminder notice (the “**Reminder Notice**”).
- 4.5 If you do not make payment pursuant to our invoice within seven (7) calendar days, you agree to pay late payment interest on the amount outstanding at the rate of one percent (1%) per month. Such interest shall be compounded and accrued from the day the amount is due for payment until the day the amount is paid (whether before or after any judgement).
- 4.6 In addition, if you fail to pay us the amount stated in the invoice by the Due Date, we shall also be entitled to terminate the Electricity Agreement in accordance with Section 11.
- 4.7 You agree to pay us using freely transferable funds to our designated accounts in full without any balance outstanding and without any withholding, set off, or deduction. Any partial non-payment will be deemed to be outstanding and will be carried into the next bill and late payment interest shall accrue in respect of the outstanding amount.
- 4.8 Dispute Resolution
 - (a) Your electricity usage is read and provided to us by the MSSL. If you dispute the metering by the MSSL, you agree to continue to pay each invoice on or before its Due Date while the dispute is pending resolution.

(b) Our dispute resolution process is as follows:

- (i) You have 2 years from the issue date of our invoice to dispute the bill by writing to us (a “**Dispute Notice**”).
 - (ii) We will respond to and endeavour to resolve the dispute amicably within thirty (30) calendar days of receipt of the Dispute Notice.
 - (iii) If the dispute cannot be resolved within thirty (30) calendar days of our receipt of the Dispute Notice, you may request that we commence mediation at the Consumer Association of Singapore or Singapore Mediation Centre (“**SMC**”) (for residential customers) or the SMC (for business customers), and we will attend such mediation (“**Mediation**”).
 - (iv) If the dispute cannot be resolved by Mediation within ninety (90) calendar days of commencement of Mediation, you are entitled to seek relief through the Small Claims Tribunals (if your claim value does not exceed S\$20,000.00 (twenty thousand Singapore Dollars) or other applicable channels such as the courts of Singapore (if your claim value exceeds S\$20,000.00 (twenty thousand Singapore Dollars)).
 - (v) Upon resolution of any dispute, any amount which you may have overpaid or underpaid will be credited or debited, as the case may be, as an adjustment in our next invoice.
- (c) We will be the first point of contact with you should there be any dispute under this Electricity Agreement (including any dispute pertaining to services provided by the MSSL or a Transmission Licensee).
- (d) We will facilitate the resolution of any metering dispute between you and SP Services.

4.9 In the event of any addition or change to the charges, fees, expenses, or costs being imposed or levied by the Authority, the MSSL, Transmission Licensee, or other competent authority, or pursuant to any Change In Law, we shall be entitled to:

- (a) adjust the Third Party Charges which are payable by you without any mark-ups; and/or
- (b) if such charges are currently being paid by us, cease our payment of such charges, thereafter pass on (together with any addition or change) to you without any mark-ups; and/or
- (c) payment by you of an additional charge that we reasonably determine (from time to time) is necessary to compensate us for the financial effect on us arising from or connected with the Change In Law (the “**Increased Cost**”), provided:
 - (i) such Increased Cost is determined on a ‘cost pass through’ basis (or a reasonable approximation thereof); and
 - (ii) if requested, we will give you with reasonable information to justify the Increased Cost.

4.10 You agree to pay us:

- (a) GST chargeable under the Goods and Services Tax Act (Cap. 117A) with respect to the Supply under this Electricity Agreement; and
- (b) any other tax, duty, levy, rate, or charge whatsoever which may be imposed or levied on us pursuant to any law or regulation implemented after the effective date of this Electricity Agreement in connection with this Electricity Agreement or the Supply.

5. Metering

- 5.1 Meter readings for Contestable Customers are provided by the MSSL in accordance with the Codes. All invoices shall be prepared based on MSSL’s meter reading. The metering data (subject to necessary adjustments or re-readings by the MSSL) shall be conclusive and binding.
- 5.2 If no meter reading is available, we may estimate the quantity of electricity supplied based on the preceding month’s quantity sold (if available) or if not, in our sole discretion, for purposes of billing (subject to final meter readings by MSSL). Any adjustments shall be reflected in our next invoice or the invoice immediately after final meter reading has been made. Any amounts which you may have overpaid or underpaid pursuant to such adjustments will be credited or debited, as the case may be, as an adjustment in our next invoice.

Standard Terms and Conditions for the Electricity Agreement

6. Security Deposit

- 6.1 Upon the date of commencement of the Electricity Agreement, you agree to provide us with, and maintain, Security Deposit. The Security Deposit amount shall not exceed two (2) months of your average monthly electricity bill. The Security Deposit amount will be collected as part of our first invoice and indicated clearly.
- 6.2 If you do not give us the Security Deposit, we may terminate the Electricity Agreement and transfer you to the MSSL under the Relevant Law.
- 6.3 We will not pay you any interest on the Security Deposit.
- 6.4 We may at any time use all or part of the Security Deposit to offset any payment that you may owe to us.
- 6.5 We may at any time require you to top-up any utilised portion of the Security Deposit or to provide a fresh or additional Security Deposit due to the inadequacy of or expiry of the current Security Deposit.
- 6.6 We will be entitled to recover, from the Security Deposit, any loss or expense suffered by reason of your breach of the Electricity Agreement or Applicable Law.
- 6.7 We shall return the Security Deposit to you within one (1) month after you pay our final invoice.

7. Confidentiality

- 7.1 Each Party agrees to keep the Confidential Information confidential and, save for Permitted Disclosures, that Party shall not disclose the same to any third party.
- 7.2 In addition to the Permitted Disclosures, we can disclose Customer Information for debt recovery purposes or where your Customer Information is permitted or required to be disclosed under the CCRE. In addition, we can disclose Customer Information:
- (a) upon the occurrence of a RoLR Event, where we are required by the Authority to transfer customers' contact information (including but not limited to mailing address, electronic mailing address, and telephone number) to the MSSL in order to facilitate the implementation of the RoLR Framework
- (b) to the Transmission Licensee or to a MSSL, where we provide you with Consolidated Billing and the Customer Information is required to be provided to the Transmission Licensee or the MSSL for such purpose;
- (c) for the purpose of complying with a legal requirement; and
- (d) when your past due accounts have been or will be passed to a debt collection agency.
- 7.3 You agree that we, our personnel, employees, contractors, service providers, business partners, or agents shall be entitled to use the Customer Information so as to distribute and/or deliver (by any means and in any medium or form) any products, services, promotional materials, marketing materials and/or other materials to you, and you hereby consent to this, provided always that the aforesaid products, services, or materials are associated with or related to our products or activities.
- 7.4 This Section on Confidentiality shall survive the termination or expiration of the Electricity Agreement.

8. Exclusion of Liability

- 8.1 We do not generate, transmit, distribute, or control the supply of electricity. We do not make, give, or assume any representation, warranty, or obligation (whether under the Electricity Agreement, implied by Applicable Law, or otherwise) with respect to the Supply or any matter relating thereto, including the quantity, quality, stability, reliability, or voltage of the Supply. To the fullest extent permitted under Applicable Law, we shall not be liable to you for any loss, damage, cost, or expense which you may incur or suffer in connection with the Supply to the Premises or any failure or interruption in such Supply (including defect, inconsistency, failure, delay, interruption, surge, or variation of the Supply wherever and whenever occurring).
- 8.2 We shall not be liable to you in any circumstances whatsoever for any indirect or consequential loss nor for any loss of direct or indirect profits, business, goodwill, or any economic loss, whether such liability arises in contract, tort, breach of statutory duty, or otherwise.

- 8.3 This Electricity Agreement does not vary or exclude any right to immunity, limitation of liability, or indemnity that we may have under any Applicable Law.
- 8.4 To the maximum extent permitted by any Applicable Laws, our liability to you (whether for breach of any condition or warranty or otherwise) is excluded.
- 8.5 Notwithstanding anything in this Electricity Agreement, our aggregate liability to you under, arising out of, or in connection with this Electricity Agreement shall not exceed the Total Liability, and you agree to waive and release us from any and all liabilities to the extent that such liabilities exceed (or would exceed) the Total Liability.

9. Force Majeure Event

- 9.1 Subject to the provisions of this Electricity Agreement, a party which is affected by a Force Majeure Event (the "**Affected Party**") shall not be liable to the other party (the "**Non-Affected Party**") for any failure or delay in the performance of any obligation under this Electricity Agreement to the extent that such failure or delay is due to a Force Majeure Event, provided that the Affected Party invoking this Section 9 shall only be excused from performance pursuant to this Section:
- (a) for so long as the Force Majeure Event continues and for such reasonable period of time thereafter as may be necessary for the Affected Party to resume performance of its obligations; and
- (b) where and to the extent that the failure or delay in performance would not have been experienced but for such Force Majeure Event.

Notwithstanding any provision in the Electricity Agreement, no Force Majeure Event shall excuse the obligation of a Party to make payment under this Electricity Agreement.

- 9.2 Where the Affected Party invokes this Section 9, it shall give notice ("**Force Majeure Notice**") to the Non-Affected Party:
- (a) of the invocation of this Section 9 as soon as reasonably practicable but in any event within three (3) Business Days of the date on which the Affected Party becomes aware of the occurrence of the Force Majeure Event, which notice shall include full particulars of the Force Majeure Event (to the extent available to the Affected Party) and of the effect that such Force Majeure Event is having on the Affected Party's performance of its obligations under this Electricity Agreement; and
- (b) of the cessation of the Force Majeure Event, of the cessation of the effects of the Force Majeure Event on the Affected Party's performance of its obligations under this Electricity Agreement, and of the date on which the Affected Party shall resume performance of its obligations.

- 9.3 Where an Affected Party invokes a Force Majeure Event, it shall:

- (a) use reasonable endeavours to mitigate or alleviate the effects of the Force Majeure Event on the performance of its obligations under this Electricity Agreement; or
- (b) continue to comply with its obligations under this Electricity Agreement to the extent that it is possible.

- 9.4 In the event the Force Majeure Event continues for a period of more than thirty (30) consecutive calendar days, either Party may terminate this Electricity Agreement in accordance with Section 11.3.

- 9.5 Force Majeure shall not relieve any Party from its obligations to indemnify or make payment under the Electricity Agreement.

10. Contract Period

- 10.1 We shall sell electricity to you during the Contract Period. The Contract Period commences on the Commencement Date and, subject to the provisions of this Section, shall terminate on the End Date. However we shall have the right to delay the Commencement Date in the event:
- (a) of any delay by any third parties involved in the establishing or administering of the processes or accounts required to enable you to purchase electricity from the Retailer, or
- (b) the Security is not provided in accordance with Section 6.1;

Standard Terms and Conditions for the Electricity Agreement

in which case the Commencement Date shall be the date expressly notified by us to you.

10.2 At the end of the Contract Period and each Renewal Contract Period (as hereinafter defined), this Electricity Agreement shall be automatically renewed for a period of twelve (12) months (each such renewed twelve (12) month period shall be referred to as the “**Renewal Contract Period**”) starting on the date falling immediately after the End Date of the Contract Period or Renewal Contract Period (as the case may be), in which event the terms “Commencement Date” and “End Date” of the relevant Renewal Contract Period shall be revised and construed to mean the first date and last date, respectively, of the Renewal Contract Period. Unless otherwise agreed in writing between you and us, the applicable electricity rate during the Renewal Contract Period shall be the published prevailing SP Services Tariff matching the voltage intake of your Premises with a Five percent (5%) discount off the said SP Services Tariff. All the other terms and conditions of the Electricity Agreement shall remain unchanged for the Renewal Contract Period.

10.3 We will inform you at least Thirty (30) Calendar Days before the end of the Contract Period or a Renewal Contract Period (“**Pre-Expiry Notice**”). The Pre-Expiry Notice will contain-

- (a) The date of expiry of the Contract Period or Renewal Contract Period;
- (b) The reason for the said expiry;
- (c) Information about your right to choose, by a specified date,
 - (i) to renew the Electricity Agreement,
 - (ii) to sign up with a new retailer, or
 - (iii) your desired electricity purchase option with SP Services.

If you choose to sign up with a new retailer, your new retailer will directly follow up with the MSSL to effect the transfer.

If you do not choose any option, you will be transferred to a default supply arrangement with SP Services. If you are a small consumer (i.e. your average monthly usage is less than 4,000kWh), this will mean that you will pay the SP Services Tariff. If you are a large consumer (i.e. your average monthly usage is equal to or greater than 4,000kWh), this will mean that you will pay the wholesale electricity prices set by SP Services.

10.4 Upon receiving a Pre-Expiry Notice, you may choose not to renew this Electricity Agreement at the end of the Contract Period or a Renewal Contract Period by providing a written notice to us, such notice to reach us no later than ten (10) Business day prior to the end of the current Contract Period or Renewal Contract Period (as the case may be).

- (a) If you do give us such notice, this Electricity Agreement shall terminate on the End Date of the current Contract Period or Renewal Contract Period (as the case may be).
- (b) If you do not give us such notice, the automatic renewal mechanism stipulated in Section 10.2 shall apply at the end of the current Contract Period or Renewal Contract Period (as the case may be).

11. Termination

11.1 We shall be entitled to terminate the Electricity Agreement by 10 business days’ written notice to you if:

- (a) you fail or neglect to pay any sum due and payable to us as stated in our invoice within the time period stipulated in the Reminder Notice;
- (b) you are in breach of any of your obligations under this Electricity Agreement and you fail to remedy the breach within ten (10) calendar days after being served with a written notice;
- (c) you become bankrupt or insolvent or unable to pay your debts as they fall due;
- (d) any order is made by the Court for your bankruptcy, winding up, or judicial management or a resolution is passed by you for your bankruptcy, winding up, or judicial management;
- (e) a receiver is appointed over any of your assets;
- (f) you do not provide the Security in accordance with Section 6.1.

11.2 You shall be entitled to terminate this Electricity Agreement immediately at any time by written notice to us only if:

- (a) we are in breach of any of our material obligations under this Electricity Agreement and we fail to remedy the same within thirty (30) calendar days after being served with a written notice; or
- (b) an order of court is made to wind us up or to place us under judicial management.

11.3 We may terminate this Electricity Agreement by written notice to you pursuant to Section 9.4 in the event of a Force Majeure Event in which event neither of us shall be liable to pay the other Party any costs or expenses, except

- (a) for any payment obligation which had accrued prior to the termination due to the Force Majeure Event, and
- (b) you shall pay for all Contract Unwinding Costs (if applicable). **Contract Unwinding Costs** means amounts incurred in connection with such termination to pay under contracts and arrangements with electricity generators, Electricity Futures Market Participants, or other service providers;

11.4 In the event we terminate this Electricity Agreement in accordance with Section 11.1, and in the event that you terminate this Electricity Agreement for convenience, then you shall immediately pay the Outstanding Balances and the Termination Cost.

For purposes of this Section 11:

- (a) **Outstanding Balances** means all outstanding sums due and payable to us including interest charges together with expenses incurred in recovering such payment;
- (b) **Termination Cost** means the sum equal to thirty percent (30%) of your monthly average electricity invoice multiplied by the number of Outstanding Months;
- (c) **Outstanding Months** means the number of months from the date of termination until the End Date.

11.5 You will not be liable to pay Termination Costs if the early termination of the Electricity Agreement is due to any of the following:

- (a) we have become insolvent or is unable to pay our debts as they fall due;
- (b) any order is made by the Court for our winding up or judicial management or a resolution is passed by us for our winding up or judicial management;
- (c) a receiver is appointed over any of our assets;
- (d) a RoLR Event; or
- (e) our breach of this Electricity Agreement.

11.6 We may offer discounts, rebates, or promotions to our customers for a limited period only. If it is provided that these discounts, rebates, or promotions are offered to you on the basis that the Electricity Agreement is completed for the entire Contract Period, then, when the Electricity Agreement is terminated prior to the End Date, you shall be required to refund us an amount equal to a pro-rated amount of the value of the discount or rebate or promotion given to you, with reference to the balance of the Contract Period following termination.

11.7 Notwithstanding the termination of this Electricity Agreement, each Party shall remain liable in respect of all obligations and liabilities that were incurred prior to the termination or by their nature survive termination including all ongoing warranties and indemnities.

12. Assignment

12.1 Assignments and transfers by us

To the fullest extent permitted under Applicable Law, we may, without your consent, assign, encumber, or create an interest in our rights under this Electricity Agreement for purposes of securing funding for us. We shall not assign or transfer our rights or obligations under this Electricity Agreement to a third party who is not a Retail Electricity Licensee. You hereby consent to the transfer, sale, or assignment by us of our rights and obligations under this Electricity Agreement as part of a sale of its electricity retailing business, provided that such transfer does not result in any additional obligation on us and/or prejudice your rights under this

Standard Terms and Conditions for the Electricity Agreement

Electricity Agreement. Nothing in this Section shall be construed as limiting our right to use such personnel, service providers, or other agents as we may consider appropriate in performing its functions, duties, activities (including promotional and/or marketing activities), and powers under this Electricity Agreement or the Codes.

12.2 Assignments and transfers by you

You may assign, encumber, or create an interest in your rights under the Electricity Agreement only with our prior written consent. You shall not assign or transfer your rights or obligations under this Electricity Agreement to a third party without our prior written consent.

13. Notice

13.1 Unless otherwise specified, all notices, demands, or other communications required or permitted to be given or made under this Electricity Agreement shall be in writing via post mail or electronic mail.

13.2 Any such notice, demand, or communication shall be deemed to have been duly served (if given or made by electronic mail) immediately (provided that the sender does not receive any indication that the electronic mail message has not been successfully transmitted to the intended addressee) or (if delivered personally or by courier) at the time of delivery, or (if given or made by normal post) seven (7) days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

14. Governing Law and Jurisdiction

14.1 This Electricity Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

15. General

15.1 This Electricity Agreement shall ensure to the benefit of, and be binding on, the Parties and their respective successors, administrators, executors, persons taking by novation, and permitted assigns.

15.2 If any provision of this Electricity Agreement is held to be void or unenforceable for any reason in whole or in part, the remaining provisions or the remaining part of the affected provision shall continue to be valid and in force.

15.3 No failure on the part of either Party to exercise and no delay on its part in exercising any right or remedy under this Electricity Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

15.4 This Electricity Agreement shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties.

15.5 Generally, any variation to this Electricity Agreement must be agreed between the Parties in writing. However, if we consider it is necessary to vary the terms of this Electricity Agreement to comply with any change in Applicable Laws, or if, in our reasonable opinion, a variation benefits you, imposes an additional obligation on us, or is otherwise of neutral impact on you, we may proceed with the variation without your written agreement, in which case we shall notify you of the variation and the date it comes into effect and such variation shall be deemed agreed by and be binding on you.

16. Contracts (Rights of Third Parties) Act

A person who is not a party to the Electricity Agreement is not entitled to enforce any of the terms of the Electricity Agreement pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B).

17. Supply Arrangement in a RoLR Event

17.1 During a RoLR Event, we shall, within 1 business day of the occurrence of the RoLR Event, publish on our website a notification and also notify our customers (including you) in a targeted manner via short message service or text message, electronic mail, or other equivalent method, that:

- (a) our ability to retail electricity has ceased;

- (b) unless the customer makes a customer transfer request to obtain electricity supply from another Licensee prior to the Default Supply Effective Date, the customer will be transferred to the MSSL; and

- (c) the physical supply of electricity to the customers will not be affected despite the occurrence of the RoLR Event.

18. U-Save Rebates

18.1 U-Save rebates are part of the GST Voucher scheme introduced by the Singapore Government for eligible residential consumers to offset their utilities bill.

18.2 The U-Save rebate amount every quarter as advised by SP Services will be given as offset in our invoice and indicated clearly.

19. Personal Data

19.1 You agree that we shall be entitled to collect, use, retain (even after termination of this Electricity Agreement), and disclose to any person or organization, any particulars relating to your personal data for the purposes of

- (a) our provision of electricity and related services under this Electricity Agreement including any debt collection or recovery;

- (b) our compliance with legal and business requirements; and

- (c) marketing or promoting other services and products offered by us, our related entities, partners, or affiliates from time to time, unless you inform us otherwise.

19.2 Neither we, our related entities, our or our related entities' officers, employees, advisors, representatives, or agents shall be responsible for and/or liable for any loss, damage, claim, compensation, expense, or cost whatsoever which you may suffer in connection with any collection, use, retention, or disclosure of any information to which you have consented or is otherwise permitted under applicable laws.

19.3 Unless otherwise notified by you, we may contact you by telephone, mobile text message, electronic mail, or post.

20. Definitions and Interpretations

20.1 In the interpretation of this Electricity Agreement, unless the context requires otherwise:

- (a) words importing the singular also include the plural and vice versa where the context requires;

- (b) any gender includes every gender;

- (c) words importing persons include firms, companies, associations, partnerships, government authorities, and other legal entities;

- (d) reference to statutes include statutes amending, consolidating, and replacing the statutes referred to and all regulation, orders-in-council, rules, by-laws, and ordinances made under those statutes;

- (e) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;

- (f) references to this "Electricity Agreement" or any other contract or document shall be construed as a reference to such contract or document as amended, modified, or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies, or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;

- (g) reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and

- (h) headings are for ease of reference only and do not affect the interpretation of this Electricity Agreement.

Standard Terms and Conditions for the Electricity Agreement

20.2 In this Standard Terms and Conditions document, unless the context otherwise provides, the following terms shall have the following meanings:

“Act” means the Electricity Act of Singapore (Cap 89A) or any amendment or re-enactment thereof and includes any regulations prescribed or issued under or pursuant to such Act;

“Applicable Law” means all laws, statutes, act, ordinance, directives, regulations, codes, rules, treaty, or regulation, or any interpretation of the foregoing, as enacted, issued, or determined by any Government Authority (including, without limitation, the Electricity Laws) and **“Applicable Law”** shall mean any of them;

“Authority” means the Energy Market Authority of Singapore established under the Energy Market Authority of Singapore Act of Singapore (Cap 92B);

“Business Days” means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore;

“CCREL” has the meaning given to it in Section 3B;

“Change In Law” means the imposition of, change in (or change in application of or official interpretation of or implementation of or compliance with) or removal of an Applicable Law which has the effect, directly or indirectly, of increasing or decreasing our costs in connection with the Supply. A Change In Law includes, but is not limited to,

- (a) an increase in the wholesale cost of electricity, and
- (b) an increase in the amounts payable by the Retailer under electricity hedging contracts.

“Codes” means any and all codes of practice from time to time issued by the Authority pursuant to the Act, and includes the Transmission Code, Regulated Supply Service Code, Market Support Services Code, Metering Code and CCREL;

“Commencement Date” refers to the Commencement Date in the Proposal Acceptance Form and in respect of a Renewal Contract Period, shall mean the Commencement Date as revised in accordance with Section 10.2;

“Confidential Information” shall mean all information and/or documents (regardless of form, format, or media) relating to the Disclosing Party and its related corporations (as such term is defined in the Companies Act of Singapore (Cap 50)) whether disclosed to or obtained (whether directly from the Disclosing Party or from other persons) by the Receiving Party before or after the date hereof, in writing, orally, or by any other means and it includes but is not limited to:

- (a) any information and/or documents which contains without limitation technical information, operational information, intellectual property (e.g. patents and trademarks), administrative information, economic information, marketing information, details of suppliers, customers, employees, debtors, creditors, officers of the Disclosing Party and its related corporations, planning, trade secrets, research, know-how, business information, or financial information of the Disclosing Party and its related corporations;
- (b) any discussions and communication between the Parties in relation to this Electricity Agreement;
- (c) the existence and details of this Electricity Agreement and arrangements hereunder; and
- (d) any information described as proprietary or designed as confidential;

“Consolidated Billing” means a billing arrangement under which a Retail Electricity Licensee bills a customer for the delivered price of electricity and any related retail services provided directly by the Retail Electricity Licensee, and bills for and assumes your obligation to pay the applicable MSSL and the Transmission Licensee for Market Support Services Charges and Transmission Charges owed by you;

“Contestable Customer” has the meaning given to it in the Act;

“Contract Period” refers to the period commencing from the Commencement Date and ending on the End Date and shall include a Renewal Contract Period, where the context so requires;

“Customer” or **“You”** has the meaning given to it in Section 1;

“Customer Information” means information acquired by us relating to you pursuant to this Electricity Agreement;

“Disclosing Party” means the Party which is disclosing Confidential Information;

“Due Date” means the due date of payment specified in the invoices issued by us;

“Electricity Agreement” has the meaning given to it in Section 1;

“Electricity Laws” means the Act, the Market Rules, the Codes, and any other subsidiary regulations administered by the Authority, as may be amended from time to time, and **“Electricity Law”** shall mean any of them;

“End Date” refers to the End Date in the Proposal Acceptance Form and in respect of a Renewal Contract Period, shall mean the End Date as revised in accordance with Section 10.2;

“Energy Charges” refers to the aggregate of (i) the Energy Rate, (ii) the Third Party Charges, and (iii) applicable GST.

“Energy Rate” refers to the Energy Rate specified in the Proposal Acceptance Form;

“Force Majeure Event” means, in relation to an Affected Party, any event or circumstance, or combination of events or circumstances, (a) that is beyond the reasonable control of the Affected Party and arises not as a result of the negligence or wilful default of such Party; and (b) that adversely affects the performance of the Affected Party of its obligations under this Electricity Agreement, the Applicable Law or Third Party Contracts, and includes acts of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil disobedience or disturbances, vandalism or act of terrorism; strikes, lockouts, restrictive work practices or other labour disturbances; unlawful arrests or restraints by governments or governmental, administrative or regulatory agencies or authorities; orders, regulations or restrictions imposed by governments or governmental, administrative or regulatory agencies or authorities unless such orders, regulations or restrictions are the result of a violation by the Affected Party of a permit, licence or other authorisation or of any Applicable Law; acts of God including lightning, sunstorms, earthquake, fire, flood, landslide, inclement weather with unusually heavy or prolonged rain or lack of water due to weather or environmental problems; and interference or disruptions to the Supply and the transmission or electricity arising from any of the foregoing events or any act or omission of a third party for whom we are not responsible,

provided that

- (i) the lack of or insufficiency or non-availability of funds shall not constitute a Force Majeure Event; and
- (ii) an act of a Party which is carried out in accordance with the Electricity Laws shall not constitute a Force Majeure Event in respect of the other Party;

“Goods and Service Tax” or **“GST”** means goods and services tax charged in Singapore under the Goods and Services Tax Act (Cap 117A, 2005 Rev Ed);

“Government” means the Government of the Republic of Singapore;

“Government Authority” means the Government, any organs of the Government and any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity of the Government;

“Market Rules” refers to the Singapore Electricity Market Rules issued by the Authority, as may be amended from time to time;

“Market Support Services” means any of the following activities in connection with the supply of electricity:

- (a) the reading of the register of any electricity meter and the management of data relating to meter reading;
- (b) the facilitation of access to any wholesale electricity market for the purposes of obtaining supply of electricity for Contestable Customers and Retail Electricity Licensees;
- (c) the provision of customer transfer services for Retail Electricity Licensees and Contestable Customers to facilitate the transfer of Contestable Customers between one Retail Electricity Licensee and another or between Retail Electricity Licensees and MSSLs;
- (b) the provision of other services related to access to any wholesale electricity market and the retail electricity market; and
- (c) the supply and sale of electricity to non-contestable Customers;

Standard Terms and Conditions for the Electricity Agreement

"Market Support Services Charges" means the charges levied by the Market Support Licensee in providing Market Support Services to the Premises;

"Market Support Services Licensee" or **"MSSL"** means a person who is authorised by an electricity licence issued under the Act to provide Market Support Services;

"Monthly Usage" refers to the Energy Charges specified in the Proposal Acceptance Form, being the estimated average monthly usage for each Premises as projected by you;

"MWh" means megawatt hours;

"Party" or **"Parties"** has the meaning given to it in Section 1;

"Permitted Disclosures" means:

- (a) the disclosures of Confidential Information made by a Party with the express approval of the other Party;
- (b) the disclosures by a Party of Confidential information which has become public knowledge, provided always that such Confidential Information disclosed did not become public knowledge due to a breach of this Electricity Agreement by that Party;
- (c) the disclosures made to a Party's agents, directors, contractors, employees, officers, shareholders, and sub-contractors, provided always that such abovementioned recipients observe the same confidentiality obligations as that Party and if there is any breach of confidentiality by such recipient, it shall be deemed as a breach by that Party;
- (d) the disclosures made by a Party to comply with any directive, code (including without limitation the Codes) guideline, instruction, law, notice, order, rules, regulations, policy, and statute issued by any government authority, court or stock exchange, provided always that prior to such disclosure, (i) notice is given to the other Party, (ii) if requested by the other Party, co-operation is given to seek protective order against such disclosure; and (iii) the amount of Confidential Information disclosed shall be up to the level which is necessary for that Party to be in compliance.

"Proposal Acceptance Form" has the meaning given to it in Section 1;

"Premises" means your premises to which the electricity is to be supplied by us as stated in the Proposal Acceptance Form;

"Receiving Party" means the Party who is receiving or obtaining Confidential Information;

"Renewal Contract Period" shall have the meaning ascribed to it in Section 10.2;

"Retail Electricity Licensee" means a person who is authorised by an electricity licence issued under the Act to retail electricity to Contestable Customers;

"Retailer" or **"We"** has the meaning given to it in Section 1;

"RoLR" means Retailer of Last Resort, i.e. SP Services;

"RoLR Event" means an event whereby we become unable or we lose the right to retail electricity to our customers by virtue of one or more of the following events:

- (a) revocation by the Authority, or expiry or non-renewal, of our electricity licence
- (b) receipt by the Authority of a notification from the Accounting and Corporate Regulatory Authority of our application for a voluntary winding-up after our receipt of the Authority's approval to cease operations as required in the Act;
- (c) an order is made or resolution is passed for our winding up or liquidation;
- (d) issuance of a Suspension Order (as defined in the CCREL) or Termination Order (as defined in the CCREL) by the Market Surveillance and Compliance Panel (as defined in the CCREL) to the effect that we are unable or not allowed to retail electricity;
- (e) termination of our Market Support Services (Retailer) Agreement (as defined in the CCREL) by the MSSL; or
- (f) termination of our Retailer Use of System Agreement (as defined in the CCREL) by the Transmission Licensee;

"Security Deposit" means a cash deposit and or a Bankers Guarantee;

"SP Services" means SP Services Limited;

"SP Services Tariff" means the tariff set by SP Services which is reviewed each quarter and regulated by the Authority;

"Supply" means the generation, transmission, conveyance and /or supply of electricity and related services to the Premises;

"Third Party Charges" refers to the charges under the Third Party Contracts (including but not limited to those payable to the Transmission Licensee, the MSSL and other third parties), and such other charges (which are payable by you) as the Authority or we may decide;

"Third Party Contracts" refers to agreements entered into by us and/or you with any third parties, such as the Transmission Licensee and the MSSL, to enable us to supply electricity to Contestable Customers. For the purposes of this Electricity Agreement, Third Party Contracts shall include, but is not limited to, the Retailer Use of Systems Agreement, the Market Support Services Agreement, and the Power System Operator-Market Participant Agreement;

"Total Liability" means our maximum liability in respect of this Electricity Agreement, and shall be three (3) times of the average invoice amount for each billing period and excluding Third Party Charges.

"Transmission Charges" means charges levied by a Transmission Licensee in transmitting electricity to your Premises;

"Transmission Licensee" means a person authorised by an electricity licence issued under the Act to transmit electricity