



Standard Terms and Conditions for the Electricity Agreement (Residential & Commercial)

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 Proposal Acceptance Form (if applicable) or electricity agreement, 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 (i) are a Contestable Customer, or, (ii) are now eligible to be and as at the effective date of this Electricity Agreement will be 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 Clause 4 of this Electricity Agreement;

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

3A.1 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.

3A.2 The CCREL can be viewed at https://www.ema.gov.sg/Licensees_Electricity_Codes_of_Practice.aspx. We shall also notify You of modifications to the CCREL published by the Authority from time to time where such modifications materially affect Your rights under this Electricity Agreement.

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. Depending on Your price plan, a service fee may apply.
- 4.2 We shall consolidate and invoice You the Energy Charges and any applicable Third Party Charges incurred during the applicable billing period. If You are a residential Customer on a standard price plan, the Energy Charge is an all-in price and no additional Third Party Charges are applicable. If You are a residential Customer on a non-standard price plan, the Third Party Charges may be applicable. The Fact Sheet issued in connection with your Electricity Agreement will indicate whether your plan is a standard or non-standard plan.
- 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 before the Due Date, 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 Clause 11.

4.7 Upon expiry or termination of this Electricity Agreement, we shall issue Your final invoice within 10 Business Days from the date on which we receive the relevant corresponding invoice from the MSSL. If we cannot issue Your final invoice within this time, we shall (within the same time) notify You of the expected date of issuance. Any credit balance upon expiry or termination of this Electricity Agreement will be disbursed to You to within 10 Business Days from the date of our final invoice.

4.8 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. Any credit balance from payment above the Bill amount will be offset in the next monthly Bill.

4.9 Dispute Resolution

(a) Your electricity usage is read by 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.

4.10 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



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- (b) (if such charges are currently being paid by us) cease our payment of such charges and 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.

4.11 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. Electricity usage billed for residential Customers will be based on metered quantity without adjustment for transmission loss.

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;

- (b) to the Transmission Licensee or to a MSSL, where we provide You with Split 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 Clause 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 Clause 9 shall only be excused from performance pursuant to this Clause:

- (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.



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- 9.2 Where the Affected Party invokes this Clause 9, it shall give notice ("**Force Majeure Notice**") to the Non-Affected Party:
- of the invocation of this Clause 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
 - 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:
- 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
 - 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 Clause 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 Clause, shall terminate on the End Date. However, we shall have the right to delay the Commencement Date in the event:
- 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
 - the Security is not provided in accordance with Clause 6.1;
- in which case the Commencement Date shall be the date expressly notified by us to You within 1 business day from the effective supply date upon successful transfer.
- 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 term that shall be the same as the term of the Electricity Agreement prior to automatic renewal (each such renewed 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 price plan for the Renewal Contract Period shall follow the same price plan as the existing contract. If Your current contract is on a Discount to the Regulated plan, the rate during the Renewal Contract Period shall be (i) the published prevailing Regulated Tariff matching the voltage intake of Your Premises with a Five percent (5%) discount off the Regulated Tariff, and (ii) in any case strictly better than the prevailing tariff as may be set from time to time by the applicable MSSL for non-contestable Customers or any published change to such tariff at the point of renewal. 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 Ten (10) Business Days before the end of the Contract Period or a Renewal Contract Period ("**Pre- Expiry Notice**"). The Pre-Expiry Notice will contain-
- The date of expiry of the Contract Period or Renewal Contract Period;
 - The reason for the said expiry;
 - Information about Your right to choose, by a specified date,
 - to renew the Electricity Agreement,
 - to sign up with a new retailer, or
 - 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 opt for the electricity purchase option with SP Services, you will be transferred to SP Services accordingly.
- 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).
- 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).
 - If You do not give us such notice, the automatic renewal mechanism stipulated in Clause 10.2 shall apply at the end of the current Contract Period or Renewal Contract Period (as the case may be). Where such Agreement has been automatically renewed pursuant to this Clause, the Customer shall have the express right to, within the first 30 calendar days from the start of the Renewal Contract Period, terminate the renewed Agreement by giving the Retailer at least 30 calendar days' notice, and the Customer by doing so shall not be liable for or subject to the Termination Cost or other applicable fees.
- 10.5 If, before we commence supply to You under this Electricity Agreement, our electricity licence is suspended by the Authority, we shall within 1 Business Day of the date of suspension notify You, in writing, of the fact of the suspension and that You have the option to either continue with the Electricity Agreement or terminate the Electricity Agreement.
- 10.6 If, after we commence supply to You under this Electricity Agreement, our electricity licence is suspended by the Authority, we shall continue to comply with our obligations under this Electricity Agreement (and under all subsisting electricity agreements with other customers).
- 11. Termination**
- 11.1 We shall be entitled to terminate the Electricity Agreement by 10 business days' written notice to You if:
- You (or, in the case of a Commercial customer, any of your Related Corporations) 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;
 - You (or, in the case of a Commercial customer, any of Your Related Corporations) are in breach of any of Your obligations under this Electricity Agreement or under any other agreement or contract between us and You (or between any of Your Related Corporations and us, as the case may be), and You (or any of Your Related Corporations, as the case may be) fail(s) to remedy the breach within ten (10) calendar days after being served with a written notice;
 - You (or, in the case of a Commercial customer, any of Your Related Corporations) become bankrupt or insolvent or unable to pay Your (or its) debts as they fall due;



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- (d) You become deceased (in the case of a residential Customer) (in which case the notice shall be addressed to Your estate);
- (e) any order is made by the Court for Your bankruptcy, winding up, or judicial management (or, in the case of a Commercial customer, for the bankruptcy, winding up, or judicial management of any of Your Related Corporations) or a resolution is passed by You (or any of your Related Corporations) for Your bankruptcy, winding up, or judicial management (or for the bankruptcy, winding up, or judicial management of any of Your Related Corporations);
- (f) a receiver is appointed over any of Your assets (or, in the case of a Commercial customer, over any of the assets of any of Your Related Corporations);
- (g) You do not provide the Security in accordance with Clause 6.1; or
- (h) we suffer a RoLR Event.
- 11.2 You shall be entitled to terminate this Electricity Agreement immediately at any time by written notice to us only:
- (a) if we issue You a notice pursuant to Clause 10.5;
- (b) where this Electricity Agreement has been automatically renewed, You terminate this Electricity Agreement within the first 30 calendar days from the start of the Renewal Contract Period by giving us at least 30 calendar days' notice;
- (c) if 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
- (d) If 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 Clause 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 Clause 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 Clause 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) you are a residential customer and you wish to terminate this Electricity Agreement no later than three (3) calendar days from the Commencement Date;
- (b) you are a residential customer and you wish to terminate this Electricity Agreement due to relocation of the Premises (being your place of residence) ("**Relocation**");
- (c) you are a residential customer who is neither a Singapore citizen nor permanent resident and you will be expatriated from Singapore by your employer ("**Expatriation**");
- (d) we have become insolvent or is unable to pay our debts as they fall due;
- (e) 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;
- (f) a receiver is appointed over any of our assets;
- (g) a RoLR Event; or
- (h) our breach of this Electricity Agreement.
- 11.5A In the case of termination pursuant to Clause 11.5(a), a cancellation fee of S\$100.00 (one hundred Singapore dollars) will apply.
- 11.5B In the case of termination pursuant to Clause 11.5(b), the following fees ("**Relocation Fees**") will apply in lieu of Termination Costs:-
- | Dwelling Type | Relocation Fee |
|---------------------------------|----------------|
| HDB 1 or 2 Rooms | \$60 |
| HDB 3, 4, or 5 Rooms | \$130 |
| HDB Executive | \$130 |
| Condominium / Private Apartment | \$180 |
| Landed (Terrace / Semi D) | \$350 |
| Bungalow | \$720 |
- In the event that, within six (6) months of termination, You enter into a new electricity agreement with iSwitch for the new premises, the Relocation Fee will be refunded to you by way of a rebate on the first invoice issued in respect of the new premises.
- 11.5C In the case of termination pursuant to Clause 11.5(c), the following fees ("**Expatriation Fees**") will apply in lieu of Termination Costs:-
- | Dwelling Type | Expatriation Fee |
|---------------------------------|------------------|
| HDB 1 or 2 Rooms | \$60 |
| HDB 3, 4, or 5 Rooms | \$130 |
| HDB Executive | \$130 |
| Condominium / Private Apartment | \$180 |
| Landed (Terrace / Semi D) | \$350 |
| Bungalow | \$720 |
- provided that* You provide us with written confirmation from your employer that you are to leave Singapore for a period of no less than one (1) year.
- 11.6 Upon termination of this Electricity Agreement, we shall transfer you to the MSSL under the default Supply Arrangement.
- 11.7 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. Specifically, in relation to price plans that include promotional items such as iPads, in the event that (a) You terminate Your Electricity Agreement during the term of the Electricity Agreement or (b) iSwitch terminates the Electricity Agreement due to a breach of the Electricity Agreement by You, then (in addition to the Outstanding Balances and Termination Cost), you shall also be liable to pay us the clawback value of the item, calculated as follows:-

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- (S\$ value of the item) x [number of months outstanding in the Electricity Agreement / total number of months of the term of the Electricity Agreement]
- 11.8 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. 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 Electricity Agreement. Nothing in this Clause 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 supersede 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. RoLR Events**
- 17.1 When we become aware of an impending RoLR Event, we shall:
- (a) immediately cease all marketing activities to retail electricity and not make any further offer to sell to, or enter into any contract with, any Customer; and
- (b) notify the Authority in writing of the impending RoLR Event as soon as possible but in no event later than 22 Business Days prior to the date of occurrence of the RoLR Event ("**RoLR Notice**").
- 17.2 Within 1 Business Day from the RoLR Notice, we shall:
- (a) notify You (and our customers) in writing that we are facing an impending RoLR Event. If another Retail Electricity Licensee is willing to accept novation of this Electricity Agreement, such notification shall also include a statement that such Electricity Agreement may be novated on the same terms and conditions to that Retail Electricity Licensee; and
- (b) approach other Retail Electricity Licensees to seek their interest and agreement to accept the novation of this Electricity Agreement on the same terms and conditions as set out therein.
- 17.3 No later than 11 Business Days prior to the date of occurrence of the RoLR Event, we shall notify You (and our customers) in writing that:
- (a) You have the option to:
- (i) if another Retail Electricity Licensee has agreed to the novation of this Electricity Agreement with us on the same or strictly better terms and conditions, novate this Electricity Agreement to that Retail Electricity Licensee;
- (ii) terminate this Electricity Agreement and enter into a new contract with another Retail Electricity Licensee; or
- (iii) purchase electricity from the applicable MSSL under the Default Supply Arrangement;
- (b) the physical supply of electricity to You (and our customers) will not be affected irrespective of the option chosen by You under Clause 17.3 (a) above;
- (c) You shall respond with Your chosen option no later than 7 Business Days prior to the date of occurrence of the RoLR Event; and
- (d) You fail to respond with Your chosen option within the period set out in Clause 17.3 (c) above, or You choose to novate the contract to another Retail Electricity Licensee but that option ceases to be available, then the Default Supply Arrangement shall apply.
- 17.4 When a RoLR Event occurs, we shall, within 1 business day of occurrence, 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:



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- (a) our ability to retail electricity has ceased;
- (b) unless the customer makes a customer transfer request to obtain electricity supply from another Retail Electricity Licensee prior to the Default Supply Effective Date, the customer will be transferred to the MSSL under the Default Supply Arrangement; and
- (c) with respect to any Customer who is eligible to apply to cease his/its classification as a Contestable Customer under regulation 7 of the Electricity (Contestable Consumers) Regulations, the Customer shall be deemed to have given his/its consent to the Licensee to apply for the cessation of classification as a Contestable Customer with effect on and from the Default Supply Effective Date; and
- (d) the physical supply of electricity to You (and our customers) will not be affected despite the occurrence of the RoLR Event.
- 17A. Default Supply Arrangement**
- 17A.1 You may be transferred to the MSSL under the Default Supply Arrangement without Your prior consent only if:-
- (a) Pursuant to Clause 10.3, Your Electricity Agreement expires, and You do not choose any of the options listed in Clause 10.3(c); or
- (b) A RoLR Event occurs.
- 17B. Transfer of Customers**
- 17B.1 We shall not assign or transfer, or seek to assign or transfer, You to another person who is not a Retail Electricity Licensee.
- 17B.2 Except as permitted in Clause 17, 17A, and 17B, we shall not transfer You to another Retail Electricity Licensee without Your consent.
- 17B.3 We shall submit a service transaction request to the applicable MSSL to effect such transfer in accordance with the procedures described in Clause 8 of the Market Support Services Code.
- 17B.4 If Clause 10.3 applies and You do not inform us of Your choice of any option under Clause 10.3(c) above, or if Your selected option is to purchase electricity from the MSSL, then we shall, upon the expiry or termination of this Electricity Agreement (as the case may be), transfer You to the applicable MSSL in accordance with Clause 17B.3 above, to enable You to purchase electricity from the applicable MSSL under the relevant and appropriate option.
- 17B.5 If You are transferred to us successfully from another Retail Electricity Licensee or from the MSSL, we will notify You of the Commencement Date of this Electricity Agreement before the Commencement Date.
- 17B.6 If You could not be transferred to us successfully from another Retail Electricity Licensee or from the MSSL, we will notify You accordingly and if Your next transfer attempt is successful, we will notify You of the Commencement Date of this Electricity Agreement within three (3) Business Days before the Commencement Date. If the transfer request is not successful, we will notify You within 3 Business Days from the date we receive notification from the MSSL that the transfer is not successful, and You will not be liable for any cancellation fees.
- 18. U-Save Rebates**
- 18.1 U-Save rebates are part of the GST Voucher scheme introduced by the Singapore Government for eligible residential Customers 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.
- 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);



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“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 Clause 3A;

“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 Clause 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 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;

“Consumer” shall have the same meaning given to it in the Act and may be used interchangeably with the word ‘Customer’ in this Electricity Agreement;

“Consumer Advisory” means the consumer advisory notice to residential consumers as prescribed by the Authority from time to time and published on our website;

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

“Contract” shall have the same meaning as Electricity Agreement given to it in Clause 1;

“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 Clause 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;

“Default Supply Arrangement” means the supply of electricity from the applicable MSSL:

- (a) in the case of a Customer who is eligible to apply to cease his/its classification as a Contestable Customer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable MSSL for non-contestable consumers; and
- (b) in the case of a Customer who does not fall within subclause (a) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.

If You are a residential Customer or small commercial Customer (i.e. Your average monthly usage is less than 4,000kWh), this will mean that You will pay the Regulated Tariff. If You are a large commercial Customer (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

“Default Supply Effective Date” means the date on which the MSSL successfully transfers the Customer to a Default Supply Arrangement;

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

“Electricity (Contestable Consumers) Regulations” means the Electricity (Contestable Consumers) Regulations 2018 enacted by the Authority pursuant to the Electricity Act (Chapter 89A);

“Electricity Agreement” has the meaning given to it in Clause 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 Clause 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



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water due to weather or environmental problems; and interference or disruptions to the Supply and the transmission of 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;

“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 Clause 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” means the application form reflecting all necessary information for the purpose of the transfer of Your electricity account from SP Services (or any other electricity retailer) to iSwitch;

“Premises” means Your premises to which the electricity is to be supplied by us as stated in the Proposal Acceptance Form;

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

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

“Related Corporation” shall have the meaning ascribed to it in the Companies Act (Cap. 50) (2006 Rev Ed);

“Renewal Contract Period” shall have the meaning ascribed to it in Clause 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 Clause 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;



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“**Split 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, as well as for all Market Support Services provided to the customer by the MSSL, but does not bill for or assume the customer’s obligation to pay the applicable Transmission Licensee for Transmission Charges owed by the customer;

“**SP Services**” means SP Services Limited;

“**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.