

RESIDENTIAL CONSUMERS GENERAL TERMS AND CONDITIONS**1. Definitions and Interpretation**

1.1 In these Residential Consumers General Terms and Conditions, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

"**Act**" means the Electricity Act (Cap. 89A) and its subsidiary legislation;

"**Additional Service**" means, in respect of any Agreement, any service set out in the Form of Acceptance as an "Additional Service" for the Premises to which such Agreement relates, and such other service (other than the retail or sale of electricity) as may be agreed in writing between the Retailer and the Consumer from time to time, which services may from time to time be amended, removed or replaced by agreement in writing between the Retailer and the Consumer, and "**Additional Services**" means, in respect of such Agreement, all such services;

"**Affected Party**" has the meaning ascribed to it in clause 15.1;

"**Agreement**" means the agreement between the Retailer and the Consumer for the retail of electricity by the Retailer to the Consumer at a Premises, comprising (i) these General Terms and Conditions and (ii) the Form of Acceptance (excluding any part relating to any premises other than such Premises), and the date of the Agreement shall be the date of the Form of Acceptance;

"**As Charged**" means, in respect of any charge payable by the Consumer to the Retailer, the amount of such charge as may be incurred or which is payable by the Retailer, with no profit margin or mark-up charged by the Retailer;

"**Authority**" means the Energy Market Authority of Singapore;

"**Business Day**" means a day other than a Saturday, Sunday or a public holiday in Singapore;

"**Charges**" has the meaning ascribed to it in clause 4.3;

"**Charging Period**" means, in respect of any Agreement, the period specified in the Form of Acceptance as the "Charging Period" for the Premises to which such Agreement relates;

"**Complaints Officer**" means the customer service officer of the Retailer or such other person as may be notified in writing by the Retailer to the Consumer from time to time;

"**Confidential Information**" has the meaning ascribed to it in clause 17.1;

"**Connect**", "**Connection**", "**Disconnection**", "**Reconnection**" and all grammatical variations thereof shall have the meanings ascribed to them in the MSS Code;

"**Connection Agreement**" means, in respect of the Premises to which any Agreement relates, the agreement entered or deemed to be entered into between the Transmission Licensee and the Consumer relating to the terms and conditions of the Transmission Services and the Connection of such Premises to the Transmission System for the purposes of delivering electricity to such Premises;

"**Consumer**" means the person specified in the Form of Acceptance as the "Consumer";

"**Contestable Consumer Regulations**" means the Electricity (Contestable Consumers) Regulations passed under the Electricity Act;

"**Contract Period**" means, in respect of any Agreement, the period specified in the Form of Acceptance as the "Contract Period" for the Premises to which such Agreement relates or such other period as may be agreed by the Parties in writing;

"**Default Supply Effective Date**" has the meaning ascribed to it in clause 13.7;

"**Deposit**" has the meaning ascribed to it in clause 3.1;

"**Deposit Amount**" has the meaning ascribed to it in clause 3.1;

"**Disclosing Party**" has the meaning ascribed to it in clause 17.2;

"**Early Termination Fees**" means, in respect of any Agreement, the fees calculated in accordance with the following formula:

$$A \times B \times 30\%$$

where:

A = the number of complete days remaining in the Initial Term under such Agreement after the date on which such Initial Term terminates pursuant to the terms of such Agreement; and

B = the arithmetic average of the Charges payable in respect of each day by the Consumer to the Retailer under such Agreement during the period of 12 months immediately preceding the termination of such Initial Term (or if the period of such Initial Term preceding such termination is less than 12 months, the period of such Initial Term).

"**Electricity Law**" means the Act and any and all laws, statutes, subsidiary legislation, regulations, codes, market rules, mandatory guidelines, directions and licences in force from time to time which govern, affect or relate to the generation, transmission, sale, retail and/or supply of electricity in Singapore;

"**Extension Term**" has the meaning ascribed to it in clause 13.2(c);

"**Force Majeure**" means any event or circumstance or combination of events or circumstances which (i) is beyond the reasonable control of a Party to an Agreement; (ii) which could not have been foreseen, prevented, overcome, remedied or mitigated in whole or in part by such Party through the exercise of diligence and reasonable care; and (iii) which results in or causes the failure of or affects the ability of such Party to perform any of its obligations under such Agreement, including, by way of example and without prejudice to the generality of the foregoing, (a) an act of God, act of a public enemy, war or threat of war (declared or undeclared), terrorist act, revolution, riot, insurrection, civil commotion, sabotage or act of vandalism; (b) a strike, lockout, restrictive work practice or other industrial disturbance; (c) an epidemic, plague or quarantine; (d) an explosion, fault or failure of plant and/or apparatus breakage or accident to generating facilities, transmission lines, pipes or and/or other machinery (whether caused by a third party or otherwise); (e) a government restraint or the coming into force of any law of Singapore or any modification to any law of Singapore which materially affects such Party's ability to perform its obligations under such Agreement; or (f) the failure of any generator to supply or transmit electricity to the Transmission System or any deficiency in such supply or transmission; provided that (i) a lack of funds shall not be interpreted as a cause beyond the control of such Party, and (ii) an act of a Party effected in accordance with the Transmission Code shall not constitute "**Force Majeure**".

"**Form of Acceptance**" means, in respect of a Premises, the document referred to as the "Form of Acceptance" relating to such Premises;

"**General Terms and Conditions**" means these Residential Consumers General Terms and Conditions;

"**Initial Term**" has the meaning ascribed to it in clause 13.1;

"**Market Company**" means the person authorised, by an electricity licence issued under the Act, to operate any wholesale electricity market;

"**Market Disruption Event**" means any one or more of the following: (a) the Uniform Singapore Energy Price (as defined in the Market Rules) ceases to be calculated under the Market Rules; (b) a material change in the formula or method of calculating the Uniform Singapore Energy Price; or (c) the temporary or permanent suspension, collapse or discontinuance of any of the wholesale electricity markets established by the Market Rules, whether or not in accordance with the provisions of the Market Rules;

"**Market Rules**" means the Singapore Electricity Market Rules issued by the Authority;

"**Metering Code**" means the Metering Code issued by the Authority;

"**Metering Equipment**" means the metering equipment, instrument transformers (both voltage and current), load limiting or load monitoring devices, and other measuring equipment and apparatus used to measure the kilowatt hours, and/or kilovoltamperes (reactive), and/or kilowatts, and/or kilovoltamperes demand at a Connection Point (as defined in the Metering Code) required by any applicable Electricity Law or which may be stipulated by the Authority, the Market Company, the Transmission Licensee, an MSSL or the Retailer from time to time;

"**MSS Code**" means the Market Support Services Code issued by the Authority;

"**MSSL**" means a person who is authorised, by an electricity licence issued under the Act, to provide market support services;

"**Other Charges**" means, in respect of any Agreement: (a) the additional, ad-hoc or new charges imposed by any relevant authority or third party in connection with the electricity retailed and/or related services provided by the Retailer under such Agreement; and (b) the administrative charges imposed by the Retailer in connection with the Additional Services (if any) provided by the Retailer under such Agreement relates.

"**Parties**" means, in respect of any Agreement, the Retailer and the Consumer, and "**Party**" means, in respect of such Agreement, either of them;

"**Party Liable**" has the meaning ascribed to it in clause 14.5;

"**Premises**" means the building(s), apartment(s), residence(s) or other premise(s) located at each "Premises Address" specified in the Form of Acceptance;

"**Pricing and Payment Provisions**" means, in respect of an Agreement, the terms and conditions of such Agreement which address or provide for the following matters: (a) pricing; (b) security deposit; and (c) applicable charges, including early termination charges, late payment fees, and treatment for over-charging or undercharging by the Retailer;

"**PSO**" means the Authority acting in its capacity as the person responsible for ensuring the security of supply of electricity to consumers and arranging for the secure operation of the Transmission System as described in the Act;

"**Receiving Party**" has the meaning ascribed to it in clause 17.2;

"**Regulated Market Agreement**" means any of the agreements that an entity participating in the Singapore electricity market is required to enter into under any applicable Electricity Law (including the Market Support Services Agreement and the Use of System Agreement), and "**Regulate Market Agreements**" means all of them;

"**Retailer**" means Keppel Electric Pte Ltd;

"**Retailers' Code**" means the Code of Conduct for Retail Electricity Licensees issued by the Authority;

"**Retail Electricity Licensee**" means a person who is for the time being a retail electricity licensee (within the meaning of the Act);

"**RoLR Event**" has the meaning ascribed to it in the Retailers' Code;

"**Service Start Date**" means, in respect of any Agreement, the date set out in the Form of Acceptance as the "Service Start Date" for the Premises to which such Agreement relates, or the date that the conditions set out in clause 2.1 have been satisfied or waived in respect of such Agreement in accordance with the provisions of clause 2, whichever is the later date;

"**Term**" has the meaning ascribed to it in clause 13.1;

"**Transmission Code**" means the Transmission Code issued by the Authority;

"**Transmission Licensee**" means a person who is authorised, by an electricity licence issued under the Act, to transmit electricity;

"**Transmission Services**" means such services relating to the access to, use or operation of, the Transmission System;

"**Transmission System**" means the electricity transmission and distribution system in Singapore;

"**Unauthorised Energy Use**" means (a) to dishonestly or fraudulently extract, use or consume, or dishonestly or fraudulently divert or cause to be diverted, any electricity supplied by an electricity licensee; or (b) to alter or tamper with any Metering Equipment or any other device supplied by an electricity licensee; and

"**Use of System Agreement**" means the Retailer Use of System Agreement dated 3 October 2002 between the Transmission Licensee and the Retailer.

1.2 Unless the context otherwise requires, in these General Terms and Conditions:

- (a) the date of an Agreement shall be the date on which the Consumer submits to the Retailer the Form of Acceptance with respect to the Premises to which such Agreement relates;
- (b) the terms and expressions (other than those set out in clause 1.1) shall have the meaning ascribed to them under the Act;
- (c) words using the singular or plural number also include the plural or singular number, respectively;
- (d) words denoting any gender shall include all genders;
- (e) references to any "**person**" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
- (f) the words "**include**" or "**including**" shall be deemed to be followed by "**without limitation**" or "**but not limited to**", whether or not they are followed by such phrases or words of like import;
- (g) references to any statute, regulation, notification, code, statutory provision, or document (including these General Terms and Conditions) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, re-enacted (if applicable), supplemented or replaced;
- (h) references to any "**day**", "**month**", or "**year**" shall be a reference to a calendar day, calendar month, or calendar year; and
- (i) the headings and sub-headings of these General Terms and Conditions are to facilitate reference only and do not form a part of these General Terms and Conditions, and shall not in any way affect the construction or interpretation thereof.

1.3 The documents comprising an Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation and in the event of any conflict or inconsistency between the documents comprising an Agreement, the priority of the documents shall be in accordance with the following sequence:

- (a) the Form of Acceptance (excluding any part relating to any premises other than the Premises to which such Agreement relates); and
- (b) these General Terms and Conditions.

2. Conditions Precedent

2.1 Each Agreement (with the exception of clauses 1, 2, 3, 13.9, 13.10, 14, 16 to 20 (inclusive), which shall be immediately binding on the Parties and enforceable on the date of such Agreement) is subject to and conditional upon the following being satisfied:

- (a) in the case of a new or modified Connection only, (i) the Consumer having paid to the Transmission Licensee such amount as required by the Transmission Licensee, and the Consumer having accepted in writing any additional terms and conditions imposed or required by the Transmission Licensee, in respect of such new or modified Connection; (ii) the Transmission Licensee having confirmed in writing that it has received all information, data and facilities, in a form or format acceptable to it, that it requires in relation to such new or modified Connection; and (iii) the Transmission Licensee having confirmed in writing that such new or modified Connection has been completed and energised;
- (b) in all cases, confirmation is given by the applicable MSSL that the Consumer is a contestable consumer as classified under the Contestable Consumer Regulations and the installation and commissioning of the Metering Equipment, if required, for the Premises to which such Agreement relates has been completed;
- (c) in all cases, the change in the Consumer's electricity purchase arrangements for such Premises to purchasing from the Retailer becoming effective under the MSS Code; and
- (d) the Retailer is satisfied that the person whom the Retailer is contracting with under such Agreement is (i) the holder of the relevant electricity account with the applicable MSSL, or (ii) duly authorised by the holder of the relevant electricity account with the applicable MSSL to contract on behalf of such electricity account holder, using such authorisation form as prescribed by the Authority from time to time.

2.2 In the case of each Agreement, the Consumer shall use its reasonable endeavours to satisfy the conditions set out in clauses 2.1(a) and (b) as soon as practicable after the date of such Agreement.

2.3 In the case of each Agreement, subject to the conditions set out in clauses 2.1(a) and (b) having been satisfied, the Retailer shall use its reasonable endeavours to satisfy the conditions set out in clause 2.1(c) as soon as practicable.

2.4 The Party responsible for satisfying a condition set out in clause 2.1(a), (b) or (c) shall notify the other Party in writing of the date such condition is satisfied as soon as practicable.

2.5 In the case of each Agreement, if any of the conditions set out in clause 2.1 have not been satisfied by the date which is thirty (30) days after the date of such Agreement (or such later date as may be notified by the Retailer to the Consumer under this clause 2.5), the Retailer may, by notice in writing to the Consumer, notify if it is agreeable, at its sole discretion, to extend the period by which such conditions must be satisfied or if it wishes to terminate such Agreement with immediate effect. If the Retailer notifies the Consumer that it wishes to terminate such Agreement, then such Agreement shall terminate with immediate effect, and the relevant Service Start Date shall not occur, and neither Party shall have any liability, right or obligation pursuant to or arising from, or any claim against the other Party in respect of, such Agreement or the termination of such Agreement, provided that the foregoing shall not affect the rights of a Party under the clauses referred to in clause 2.1 which have already accrued at the time of termination.

2.6 In addition, in the case of each Agreement, the Retailer and the Consumer may, at any time before the Service Start Date for such Agreement, mutually agree to terminate such Agreement. If an Agreement is terminated pursuant to this clause 2.6, the relevant Service Start Date shall not commence, and neither Party shall have any liability, right or obligation pursuant to or arising from, or any claim against the other Party in respect of, such Agreement or the termination of such Agreement, provided that the foregoing shall not affect the rights of a Party under the clauses referred to in clause 2.1 which have already accrued at the time of termination.

3. Deposit and Deposit Amount

3.1 The Consumer shall, in respect of each Agreement, if required by the Retailer, deliver to the Retailer a deposit ("**Deposit**") for the amount stipulated in the Form of Acceptance in relation to the Premises to which such Agreement relates (if any) ("**Deposit Amount**") as security for the proper and punctual performance of the Consumer's obligations under such Agreement. Such Deposit Amount shall be invoiced in the first invoice issued to the Consumer under such Agreement, and the Consumer shall provide to the Retailer a sum equal to such Deposit Amount within fourteen (14) days after the date of such invoice.

3.2 The Retailer shall be entitled, without prior notice to the Consumer, to apply any part of the Deposit Amount that had been provided by the Consumer under an Agreement to partially or totally discharge any actual or contingent liability of the Consumer under or in

relation to such Agreement. The Deposit (if any) for each Agreement shall remain the property of the Retailer and the Retailer shall have no obligation to return any part of such Deposit to the Consumer until all sums payable, or which may become payable, by the Consumer under such Agreement have been paid in full. Following the expiry or termination of the Term under any Agreement, the Retailer shall, within one (1) month after the payment by the Consumer of the last invoice issued by the Retailer under such Agreement, return to the Consumer the remainder of the Deposit Amount which had been provided by the Consumer under such Agreement after applying such Deposit Amount to discharge all other sums outstanding and/or payable by the Consumer (if any) under such Agreement. The Consumer shall not be entitled to, and the Retailer is not liable to pay, any interest on any Deposit Amount or Deposit furnished.

3.3 The Retailer may, by notice in writing to the Consumer, revise the Deposit Amount for any Agreement in the event that the Consumer fails to comply to any of the clause as set out in clause 3.4, 4.1, 4.3, 4.5, 4.6 or 13.4. If the Retailer notifies the Consumer of any revision to such Deposit Amount, the Consumer shall provide to the Retailer a sum equal to the difference between the revised Deposit Amount and the previous Deposit Amount within fourteen (14) days after the date of receipt of notice from the Retailer of the revised Deposit Amount.

3.4 If at any time the amount of monies being held by the Retailer as the Deposit for any Agreement falls below the then applicable Deposit Amount for any reason whatsoever, the Retailer may notify the Consumer, and the Consumer shall pay to the Retailer such amount as may be necessary to reinstate such Deposit to the then applicable Deposit Amount within fourteen (14) days after the date of receipt of notice from the Retailer.

4. Sale and Payment of Charges

4.1 The Consumer shall be solely liable for all obligations and liabilities arising from or in connection with electricity sales or supplies or related services under each Agreement and/or in respect of the Premises to which such Agreement relates (including for any period prior to the Service Start Date for such Agreement). Such obligations and liabilities include any amounts payable or contemplated under the Market Rules, the MSS Code and/or the Metering Code, any amount claimed by any electricity licensee (other than the Retailer) or former electricity licensee, any fines and interest, and any amounts resulting from any corrections (for any reason whatsoever) to applicable prices or amounts previously calculated or invoices or statements previously issued, regardless of the date on which any claim relating thereto may be made. The Consumer shall immediately pay to the Retailer any amount invoiced to the Retailer which relates to any amounts payable by the Consumer under this clause, and if any such amount has been paid by the Retailer on the Consumer's behalf, immediately repay to the Retailer, as a debt due and payable, such amount paid by the Retailer.

4.2 The quantity of electricity retailed by the Retailer to the Consumer at any Premises shall be based on consumption data provided by the applicable MSSL, which data shall be without any adjustment for transmission losses, except where the Consumer is buying electricity from any wholesale electricity market at the prevailing market prices through the Retailer. Where the Consumer, in respect of an Agreement, is invoiced based on the estimated amount of electricity consumed by the Consumer, such estimate shall be based solely on the consumption data provided by the applicable MSSL (and not on any estimate determined by the Retailer or any other person).

4.3 The Consumer shall, in respect of each Agreement, pay the Retailer (on a consolidated billing basis, as defined under the MSS Code) all fees, charges and amounts for the Premises to which such Agreement relates, as set out in the Form of Acceptance relating to such Premises or otherwise notified to and accepted by the Consumer ("**Charges**"), including:

- (a) the usage or product charges specified in such Form of Acceptance for the electricity retailed by the Retailer to the Consumer at such Premises;
- (b) the charges specified in such Form of Acceptance for the Additional Service(s) (if any) provided by the Retailer at such Premises; and
- (c) the Other Charges in respect of such Premises.

4.4 At any time after the end of each Charging Period in respect of any Agreement, the Retailer shall issue to the Consumer an invoice stating the Charges and/or other amounts payable under such Agreement. An invoice is duly issued if left at, mailed to or otherwise sent to the Consumer's billing address as stated in the Form of Acceptance (or as may be amended by the Consumer from time to time by giving at least seven (7) days' prior written notice to the Retailer).

4.5 The Consumer shall pay the amount set out in each invoice issued by the Retailer under each Agreement, in full (without any withholding or set off whatsoever) within fourteen (14) days after the date of such invoice. If any amount remains unpaid after fourteen (14) days after the date of such invoice, the Retailer shall, in addition and without prejudice to any other remedies available to it under any Agreement or applicable law, be entitled to charge interest on the amount unpaid at the rate of 1% per month, calculated as from the date when such sum becomes due and payable up to the date when full payment is received by the Retailer.

4.6 The Consumer shall bear and pay any and all goods and services tax ("**GST**") that may

be imposed or levied on the retail of electricity by the Retailer to the Consumer and/or any and all amounts payable by the Consumer under each Agreement. The Retailer may add to any amounts payable by the Consumer under each Agreement, and the Consumer shall pay, such amount of GST at the applicable rate from time to time. Unless otherwise stated, all fees and charges stated in the Fact Sheet provided by the Retailer to the Consumer in relation to each Agreement shall be inclusive of GST. If there is any change to the GST rate during the Term of an Agreement, the Retailer reserves the right to update the applicable fees and charges to be inclusive of the prevailing GST rate.

4.7 If the Retailer becomes aware of any inaccuracies in any invoice issued by the Retailer under any Agreement (or where any invoice issued by the Retailer under any Agreement is determined to be inaccurate in accordance the applicable dispute resolution procedures under such Agreement), the Retailer will notify the Consumer of such inaccuracy, which notice shall set out the difference between the corrected amount due under such invoice and the amount actually paid by the Consumer. If an overpayment was made under such invoice, the Retailer will credit the difference between the amount actually paid by the Consumer and the corrected amount due under such invoice to a subsequent invoice to be issued to the Consumer in accordance with such Agreement. If an underpayment was made under such invoice, the Retailer will debit the difference between the corrected amount due under such invoice and the amount actually paid by the Consumer to a subsequent invoice to be issued to the Consumer in accordance with such Agreement.

4.8 Without prejudice to clause 4.7 or clause 10.3, if an overpayment was, for any reason whatsoever, made by the Consumer under any invoice issued by the Retailer under any Agreement, the Retailer will credit the difference between the amount actually paid by the Consumer and the amount actually due under such invoice to a subsequent invoice to be issued to the Consumer in accordance with such Agreement.

4.9 No interest shall be levied or payable on any amounts overpaid or underpaid by the Consumer under clause 4.7, clause 4.8, clause 4.10 or clause 10.3.

4.10 In the event that the Consumer wishes, in good faith, to dispute any Charges or amounts payable in respect of any invoice issued by the Retailer under any Agreement, the Consumer must notify the Retailer, providing details of the dispute (including the amount disputed and the reason for the dispute), within two (2) years after the date of such invoice. The Retailer will review such dispute and may request for more information to be provided by the Consumer (and which the Consumer hereby agrees to provide). Subject to the foregoing, the Retailer will provide a written response within thirty (30) days after its receipt of the Consumer's notice. If the Retailer determines, in its sole discretion, that the relevant charge or amount invoiced was incorrect, the amount overpaid by the Consumer will be repaid by the Retailer or credited to a subsequent invoice to be issued to the Consumer in accordance with such Agreement, as the Retailer deems fit. The determination of the Retailer shall be final and binding on the Consumer, and the Consumer agrees to be bound by such determination and not to raise or bring any challenge in respect of the same.

4.11 In the case of each Agreement (other than where such Agreement provides for a "standard price plan"), if, as a result of the occurrence of any one or more of the following after the date of such Agreement: (a) the imposition of, or change of, any taxes, levies, imposts, deductions, charges, withholding and duties by relevant regulatory authorities or bodies, other than income tax, fines or penalties; (b) the occurrence of a Market Disruption Event; (c) the incurring of any liability, cost or reduction in benefit to the Retailer because of Force Majeure; or (d) the introduction of, or changes to, any applicable Electricity Law or any of the Regulated Market Agreements, or changes to the interpretation or effect of any applicable Electricity Law or any of the Regulated Market Agreements, the Retailer determines that there is any direct or indirect increase in the cost of it purchasing or retailing or agreeing to retail the electricity to the Consumer or providing any other services or products under such Agreement, then the Consumer shall pay the Retailer such additional amounts which the Retailer certifies is necessary to compensate the Retailer for the increased costs. A certificate signed by the Retailer as to an amount payable by the Consumer under this clause 4.11 is, in the absence of manifest error, final and binding on the Consumer. Without prejudice to the foregoing, the Consumer acknowledges and agrees that any Charges or amounts payable by the Consumer under any Agreement may be revised or amended by such amount which the Retailer certifies is necessary to account for the events set out in this clause.

4.12 "U-Save Rebates" is part of the "GST Voucher – U-Save" scheme introduced by the Government of Singapore for eligible residential consumers to offset their utilities bills. The Consumer hereby authorises the Retailer to claim from SP Services Limited, on behalf of the Consumer, "U-Save Rebates" under the "GST Voucher – U-Save" scheme, in respect of the retail of electricity by the Retailer to the Consumer under each Agreement. In the event that the Retailer is able to claim such rebates from SP Services Limited on behalf of the Consumer in respect of any Agreement for any period, the amount of the rebates claimed in respect of such period shall be reflected in the invoice(s) issued to the Consumer under such Agreement for such period, and set off against the amounts payable under such invoice(s).

5. Delivery of Supply, Quality, Connections and Disconnections

5.1 In the case of each Agreement, the Parties acknowledge that the Transmission Licensee may Disconnect the Connection of the Premises to which such Agreement relates to the Transmission System and/or equipment from the Transmission System at any time, including under the circumstances stated in Article 6.1 of the Use of System Agreement regarding involuntary Disconnection.

5.2 The Consumer acknowledges and agrees that it shall comply with section 25(1) of the Act, and accepts any conditions, restrictions or requirements that may be imposed by an MSSL, Transmission Licensee and/or the Retailer pursuant to section 25(1) of the Act.

5.3 In the case of each Agreement, the Consumer must immediately notify the Retailer in writing if the Consumer is in breach of the Connection Agreement in respect of the Premises to which such Agreement relates, or if any such Connection Agreement ceases to be in full force and effect at any time and for whatever reason.

6. Modification of Terms

6.1 Subject to clause 6.2, the Retailer may, by giving written notice to the Consumer, modify or amend the terms and conditions of any Agreement (including any Charges or amounts payable by the Consumer under such Agreement) to the extent the Retailer reasonably considers necessary as a result of or to address (i) any modification or amendment or replacement to any of the Regulated Market Agreements (including any change to the charges or introduction of new charges under any of the Regulated Market Agreements, such as the introduction of Vesting Settlement Charges); (ii) a change to any applicable Electricity Law or in the interpretation, application or effect of such Electricity Law; or (iii) any order made pursuant to any applicable law or regulation.

6.2 Save as provided under clause 3.3, any amendment to any Pricing and Payment Provisions (before GST) and/or the term of any Agreement shall require the mutual consent of the Retailer and the Consumer, unless such amendment is required for compliance with applicable law or the Retailers' Code. Notwithstanding the foregoing, the Retailer may from time to time introduce new applicable charge(s) approved by the Authority.

6.3 Any modification or amendment of the terms and conditions of any Agreement shall take effect at least fourteen (14) days from the date that the Retailer notify the Consumer or such other date as the relevant regulatory authorities or bodies may have approved or made such modification, amendment, replacement, change or order as may be notified by the Retailer to the Consumer, whichever is the earlier.

7. Retailers' Code

Each Party acknowledges and confirms that modifications may be made to the Retailers' Code from time to time by the Authority in accordance with the Retailers' Code. Each Party agrees to be bound by any applicable modification made to the Retailers' Code except to the extent that the Authority when publishing the modifications specifies that the Parties are not required to be bound by the modification.

8. Authority for Communication with MSSL

8.1 The Consumer acknowledges and agrees that, in respect of each Agreement, the Retailer is required by the Authority to: (a) transfer the Consumer's contact information (including mailing address, electronic mailing address and telephone number) to the applicable MSSL, and (b) notify the applicable MSSL that the Consumer will commence purchasing electricity from the Retailer at the Premises to which such Agreement relates as of the Service Start Date for such Agreement. The Consumer hereby authorises and permits the Retailer to make such transfer and notification in respect of each Agreement, for such purpose.

8.2 In addition, the Consumer hereby authorises and permits the Retailer to, in respect of each Agreement: (a) notify the applicable MSSL upon or in contemplation of the transfer, assignment, expiry or termination of the Term under such Agreement as contemplated or permitted by such Agreement, that the Consumer will no longer purchase electricity from the Retailer as from the date of such transfer, assignment, expiry or termination; and (b) to submit Service Transaction Requests (as defined in the MSS Code) pursuant to the MSS Code for the purpose of effecting any transaction referred to in clause 8.1(b), clause 8.2(a) or any other transaction contemplated by section 8.1.1 of the MSS Code or otherwise permitted or contemplated by such Agreement or requested by the Consumer. The Retailer will notify the Consumer whether or not the transfer is successful in accordance with the Retailers' Code.

9. Rights of Access

The Consumer shall ensure that the officers, employees, agents, consultants, professional advisors, contractors, representatives and/or invitees of the Retailer and/or all other persons who have the right or obligation to inspect, install, examine and repair the Metering Equipment under any applicable Electricity Law shall at all times be given safe and unobstructed access to any Metering Equipment.

10. Metering Equipment

10.1 The Consumer acknowledges and agrees that the Transmission Licensee, and not the Retailer, is responsible for providing, installing, maintaining, repairing, replacing, inspecting and testing the Metering Equipment in accordance with the Metering Code and any other applicable Electricity Law, and the Retailer shall have no liability whatsoever to the Consumer in connection thereto.

10.2 The Consumer acknowledges and agrees that the applicable MSSL, and not the Retailer, is responsible for meter reading and meter data management in accordance with the Metering Code, the MSS Code and any other applicable Electricity Law. The Retailer shall have no liability whatsoever to the Consumer in connection thereto (whether for wrongful billing of any consumption data, for any damage to any Premises howsoever arising, or otherwise). The Consumer shall be solely responsible for maintaining the meter board and any associated wirings connected to and from any Metering Equipment at its own costs. However, the Retailer will in good faith facilitate the resolution of any disputes between the applicable MSSL and the Consumer relating to meter reading and meter data management.

10.3 If the applicable MSSL advises or informs the Retailer that any meter reading is inaccurate, the Retailer will notify the Consumer of such inaccuracy, which notice shall set out any changes to be made to any invoice, Charges or amounts payable by the Consumer under any Agreement as a result of such inaccuracy. If an overpayment was made under any invoice issued by the Retailer under such Agreement, the Retailer will credit the difference between the amount actually paid by the Consumer and the corrected amount due under such invoice to a subsequent invoice to be issued to the Consumer in accordance with such Agreement. If an underpayment was made under any invoice issued by the Retailer under such Agreement, the Retailer will debit the difference between the corrected amount due under such invoice and the amount actually paid by the Consumer to a subsequent invoice to be issued to the Consumer in accordance with such Agreement.

11. Saving for Retailer's Statutory Powers

11.1 Nothing in any Agreement shall prejudice or affect the rights or powers of the Retailer under any applicable Electricity Law for the time being in force.

11.2 In the event of any inconsistency between any provision of any Agreement and any provision of any applicable Electricity Law, the provision of the Electricity Law shall prevail to the extent of the inconsistency.

12. Assignment and Sub-contracting

12.1 The Consumer shall not transfer, sell or assign any Agreement or any part of it without the prior written consent of the Retailer.

12.2 Save as provided under clauses 12.3 and 12.4, the Retailer shall not transfer, sell or assign all or any of its rights and/or obligations under any Agreement without the prior written consent of the Consumer.

12.3 The Retailer shall be entitled to transfer, sell and/or assign all or any of its rights and/or obligations under any Agreement to another Retail Electricity Licensee or the applicable MSSL by giving written notice to the Consumer, and the Consumer hereby consents to any such transfer, sale or assignment. The Consumer must promptly sign such documents as the Retailer reasonably requires to give effect to any transfer, sale and/or assignment under this clause 12.3 or to which the Consumer has given its consent under clause 12.2.

12.4 The Retailer may sub-contract any of its obligations under any Agreement to any person without the consent of the Consumer.

13. Consequences of Breach and Termination

13.1 The term of each Agreement shall commence from the Service Start Date for such Agreement and end on the last day of the Contract Period for such Agreement ("Initial Term"), unless extended or earlier terminated in accordance with the terms of such Agreement ("Term").

13.2 The term of each Agreement may, following the Initial Term of such Agreement, be automatically extended, and the Consumer shall be entitled to elect not to proceed with such automatic extension, in accordance with the following process:

(a) The Retailer will, no less than ten (10) Business Days (but no more than ninety (90) Business Days) before the earlier of the expiry of such Initial Term and the date referred to in clause 13.2(a)(ii) below, notify the Consumer in writing of:

(i) the date of expiry of such Initial Term;

(ii) the date by which the Consumer must inform the Retailer whether the Consumer elects not to proceed with the automatic extension of such Initial Term (as described in clause 13.2(c));

(iii) the terms and conditions of the extended term, including the electricity rate payable by the Consumer which shall be lower than the prevailing regulated tariff, if such Initial Term is automatically extended (as described in clause 13.2(c));

(iv) the options available to the Consumer to purchase from another Retail Electricity Licensee or the applicable MSSL after the expiry of such Initial

Term, if the Consumer elects not to proceed with the automatic extension;

- (v) the obligation of the Consumer to inform the Retailer in writing prior to the expiry of such Initial Term: (1) whether the Consumer elects not to proceed with the automatic extension on the terms and conditions referred to in clause 13.2(a)(iii) upon the expiry of such Initial Term; and (2) (where applicable) the Consumer's selection of one of the options referred to in clause 13.2(a)(iv) should the Consumer elect not to proceed with such automatic extension;
 - (vi) the consequences (as described in clause 13.2(c)) in the event the Consumer fails to inform the Retailer of the matters described in clause 13.2(a)(v); and
 - (vii) the mode of communication through which the Consumer may inform the Retailer of the matters described in clause 13.2(a)(v).
- (b) The Consumer shall, prior to the expiry of such Initial Term, inform the Retailer of the matters described in clause 13.2(a)(v), in accordance with the mode of communication referred to in clause 13.2(a)(vii).
- (c) If the Consumer does not inform the Retailer that the Consumer elects not to proceed with the automatic extension in accordance with clause 13.2(b), the Term of such Agreement shall be (and the Consumer shall be deemed to have agreed to such term being) extended for the same period as the Initial Period (such period, the "**Extension Term**"). The terms and conditions of such Agreement shall continue to apply during the Extension Term, provided that: (i) at the commencement of the Extension Term, the electricity rate payable by the Consumer to the Retailer for electricity retailed by the Retailer to the Consumer at the relevant Premises shall be lower than the prevailing regulated tariff as may be set from time to time by the applicable MSSL for non-contestable consumers or any published change to such tariff at such time, (ii) the Pricing and Payment Provisions, excluding the electricity rate and any one-off pricing rebate, discount or incentive, shall be the same or better than those in effect prior to the Extension Term, and (iii) the Consumer shall be entitled to, within the first 30 calendar days after the start of the Extension Term, by giving the Retailer at least 30 calendar days' prior written notice of his intention, terminate the Extension Term without being liable for or subject to any early termination charges (including Early Termination Fees). If the Parties conclude a new agreement for the purchase of electricity by the Consumer from the Retailer during the Extension Term, the Extension Term shall terminate on the date on which such new agreement becomes effective.
- (d) If the Consumer informs the Retailer that the Consumer elects not to proceed with the automatic extension in accordance with clause 13.2(b), but does not inform the Retailer of its selection of one of the options referred to in clause 13.2(a)(iv) in accordance with clause 13.2(b), then the Consumer shall be deemed to have agreed to purchase electricity for the Premises to which such Agreement relates from the applicable MSSL with effect from the date immediately following the expiry of such Initial Term at the following prices:
- (i) if the Consumer is eligible to apply to cease its classification as a contestable consumer under the Contestable Consumers Regulations, such tariff as may be set from time to time by the applicable MSSL for non-contestable consumers; or
 - (ii) in any other case, the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL,

and, if the Consumer is eligible to apply to cease its classification as a contestable consumer under the Contestable Consumers Regulations, the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer under the Contestable Consumers Regulations.

13.3 The Retailer may, within ten (10) Business Days following the date of any Agreement, terminate such Agreement with immediate effect by giving written notice to the Consumer, without being liable for any costs or damages in respect of such termination. In such event, if the date of termination (a) is a date falling before the Service Start Date, then the Term under such Agreement shall not commence; (b) is a date falling after the Service Start Date, then the Term shall be terminated with immediate effect (without the Consumer being liable for any costs or damages in respect of such termination).

13.4 If, in respect of any Agreement:-

- (a) the Consumer is in breach of any of its obligations under such Agreement (including failure to make payment of an invoice issued by the Retailer under such Agreement (or any part thereof) when such invoice is due) and has failed to remedy the breach within the time specified by the Retailer in the most recent reminder notice sent by the Retailer to the Consumer in respect of such breach, or in the absence of such specified time, within a reasonable period of time;
- (b) the Consumer has deceased; or
- (c) the Consumer becomes bankrupt or makes any arrangement or composition with his creditors,

then, without prejudice to any of the other rights of the Retailer under such Agreement, the Retailer may by giving at least ten (10) Business Days' prior written notice to the Consumer terminate the Term under such Agreement and change the Consumer's electricity purchase arrangements for the Premises to which such Agreement relates to indirect access from an MSSL under the MSS Code.

The Retailer will specify in any notice given to the Consumer pursuant to this clause 13.4:

- (i) the date on which the Term under the relevant Agreement shall be terminated;
- (ii) the reasons for terminating such Term;
- (iii) the options available to the Consumer to purchase electricity from another Retail Electricity Licensee or the applicable MSSL for the Premises to which such Agreement relates after the date on which such Term terminates;
- (iv) the Consumer's obligation to inform the Retailer in writing (and the date by which the Consumer must so inform the Retailer) of its selection of one of the options referred to in clause 13.4(iii);
- (v) the consequences (as described below in this clause 13.4) in the event the Consumer fails to inform the Retailer of the matters described in clause 13.4(iv);
- (vi) any early termination and applicable charges payable by the Consumer to the Retailer; and
- (vii) the mode of communication through which the Consumer may inform the Retailer of the matters described in clause 13.4(iii).

The Consumer shall, on or before the date referred to in clause 13.4(iv), inform the Retailer of the matters described in clause 13.4(iv), in accordance with the mode of communication referred to in clause 13.4(vii). If the Consumer does not so inform the Retailer, the Consumer shall be deemed to have agreed to purchase electricity from the applicable MSSL with effect from the date immediately following the date on which such Term terminates at the following prices:

- (1) if the Consumer is eligible to apply to cease its classification as a contestable consumer under the Contestable Consumers Regulations, such tariff as may be set from time to time by the applicable MSSL for non-contestable consumers; or
- (2) in any other case, the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL,

and, if the Consumer is eligible to apply to cease its classification as a contestable consumer under the Contestable Consumers Regulations, the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer under the Contestable Consumers Regulations.

If the Consumer is deemed to have agreed to, or if the Consumer's selected option is to, purchase electricity from the applicable MSSL for the relevant Premises after the date on which the relevant Term terminates, the Retailer shall, upon the termination of the Term, transfer the Consumer to the applicable MSSL in accordance with the Retailers' Code to enable the Consumer to purchase electricity from the applicable MSSL under the relevant and appropriate option. The Retailer will notify the Consumer whether or not the transfer is successful in accordance with the Retailers' Code.

13.5 In the event that the Retailer notifies the Authority of an impending RoLR Event that the Retailer is aware of ("**RoLR Notice**"), then, in respect of each Agreement, the Retailer shall:

- (a) within one (1) Business Day after the RoLR Notice, notify the Consumer in writing that the Retailer is facing an impending RoLR Event, which notification shall, if another Retail Electricity Licensee is willing to accept novation of the Agreement, include a statement that the Agreement may be novated on the same terms and conditions to that Retail Electricity Licensee; and
- (b) no later than eleven (11) Business Days prior to the date of occurrence of the RoLR Event, the Retailer shall notify the Consumer in writing that:
 - (i) the Consumer has the option to:
 - (1) if another Retail Electricity Licensee has agreed to the novation of the Agreement on the same or strictly better terms and conditions, novate the Agreement to that Retail Electricity Licensee;
 - (2) terminate the Term and enter into a new electricity retail contract with another Retail Electricity Licensee; or
 - (3) purchase electricity from the applicable MSSL at the price set out in clause 13.4(1) or 13.4(2) (as the case may be);

- (ii) the physical supply of electricity to the Consumer will not be affected irrespective of the option elected by the Consumer under clause 13.5(b)(i);
- (iii) the Consumer shall respond with its election no later than seven (7) Business Days prior to the date of occurrence of the RoLR Event; and
- (iv) if the Consumer fails to respond with its election within the period set out in clause 13.5(b)(iii), or the Consumer elects to novate the Agreement to another Retail Electricity Licensee but that option ceases to be available, the Consumer shall be deemed to have agreed to purchase electricity for the Premises to which such Agreement relates from the applicable MSSSL with effect from the date immediately following the RoLR Event at the price set out in clause 13.4(1) or 13.4(2) (as the case may be).

13.6 The Consumer shall notify the Retailer in writing of the Consumer's elected option under clause 13.5(b)(i) no later than seven (7) Business Days prior to the date of occurrence of the RoLR Event.

13.7 In an RoLR Event, in respect of each Agreement, unless the Consumer contracts with and is successfully transferred to another Retail Electricity Licensee or the applicable MSSSL in respect of the Premises to which such Agreement relates, before the date on which the applicable MSSSL successfully transfers the Consumer to a default supply arrangement ("**Default Supply Effective Date**");

- (a) the Consumer shall be deemed to have agreed to purchase electricity from the applicable MSSSL with effect on and from the Default Supply Effective Date at the following prices: (i) if the Consumer is eligible to apply to cease its classification as a contestable consumer under the Contestable Consumers Regulations, such tariff as may be set from time to time by the applicable MSSSL for non-contestable consumers, or (ii) in any other case, the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSSL; and
- (b) if the Consumer is eligible to apply to cease its classification as a contestable consumer under the Contestable Consumers Regulations, the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer under the Contestable Consumers Regulations,

and the Term under such Agreement will be deemed to have terminated on the date on which the Consumer is successfully transferred to another Retail Electricity Licensee or the applicable MSSSL, or the Default Supply Effective Date, whichever is earlier.

13.8 If the Term under an Agreement is terminated by the Retailer pursuant to clause 13.4(a) or 13.4(b) prior to the expiry of the Initial Term under such Agreement, the Consumer shall promptly (but in any event within seven (7) days after the date on which such Term terminates) pay the Retailer:

- (a) the applicable Early Termination Fees;
- (b) any costs incurred by the Retailer in discontinuing the arrangements relating to the retail of electricity to the Consumer under such Agreement (including the charges due in accordance with the Connection Agreement for the Premises to which such Agreement relates); and
- (c) the full value of any gifts, vouchers, or incentives (whether of a monetary or non-monetary nature and including incentive rewards or points under any membership, points or rewards program) which had been given to the Consumer in connection with the Consumer's entry into such Agreement (which value shall be as notified by the Retailer to the Consumer).

13.9 The expiry or termination of the Term of any Agreement shall not affect any rights of the Retailer which have accrued as at the date on which such Term terminates or expires. The expiry or termination of the Term of any Agreement shall not affect the continuance in force of the Term under any other Agreement.

13.10 Upon the expiry or termination of the Term under any Agreement for any reason whatsoever, the Consumer shall pay to the Retailer all sums then due and payable by the Consumer or accrued under such Agreement. Without prejudice to the foregoing, upon the expiry or termination of the Term under any Agreement for any reason whatsoever, the Retailer shall (except where the Retailer has engaged the relevant MSSSL to invoice the Consumer on the Retailer's behalf) issue to the Consumer the final invoice within twelve (12) Business Days following the date the Retailer receives the relevant invoice from the applicable MSSSL. Such invoice may include any sums due and payable or accrued under such Agreement, including, for the avoidance of doubt, for any corrections to amounts previously invoiced and omissions due to error or due to the relevant amount not being previously capable of determination. If for any reason the Retailer's final invoice cannot be issued within such period, the Retailer shall within that same period notify the Consumer of the expected date of issuance of the final invoice. Such notification by the Retailer may be made verbally (including through recorded call) or in writing (including through electronic mail or short messaging service). The Consumer shall pay the amount of such invoice in accordance with clause 4.5. If, on the date of the expiry or termination

of the Term under an Agreement, there is any outstanding credit or amounts due and payable to the Consumer in respect of such Agreement, the Retailer shall, at its discretion, pay such amount to the Consumer or transfer such amount to the applicable MSSSL, in each case after making deductions for all amounts due and payable by the Consumer or accrued under such Agreement.

13.11 Notwithstanding any other provision of an Agreement and for greater certainty, the provisions of clauses 1, 3.2, 4, 7 to 11 (inclusive), 13.8 to 13.11 (inclusive), 14, and 16 to 20 (inclusive) shall survive the expiry or termination of the Term of such Agreement for any reason whatsoever.

14. Limitation of Liability and General Conditions

14.1 The Consumer accepts and agrees that there are no conditions and the Retailer gives no warranties or undertakings and makes no representations to the Consumer concerning the condition or suitability of any electrical installation, connection or equipment, and/or the electricity the Retailer retails to the Consumer (including as to its quality, fitness for any purpose, safety or that it will meet any specifications in any way) at any Premises. Without prejudice to the foregoing, save as prohibited under applicable law, the Retailer shall not be liable to the Consumer or to any other person for any loss, damage (including damage to property), injury, costs, charges, expenses or interest suffered by the Consumer or such person howsoever occurring as a result of:

- (a) any voltage fluctuation, surge, dip, failure, reduction, interruption or defect in the Transmission Licensee's equipment and/or the electricity supplied to the Consumer;
- (b) any act or omission of the Consumer or any third party (including the Transmission Licensee, an MSSSL, the PSO, the Authority or the Market Company);
- (c) any default or neglect of any electrical worker engaged by or on behalf of the Retailer to take charge of and/or operate any meter (including any Metering Equipment);
- (d) any act or omission in reading or recording any reading of any meter (including any Metering Equipment) by the Retailer's officers, employees, agents, consultants, professional advisors, contractors and/or representatives;
- (e) any error or omission in any statement prepared or sent to any person with whom the Consumer has an agreement or arrangement providing for the supply of electricity; or
- (f) any act, default or negligence of any of the Retailer's officers, employees, agents, consultants, professional advisors, contractors and/or representatives in relation to the retail and supply of electricity to the Consumer under any Agreement.

14.2 Neither the Retailer nor any of its officers, employees, agents, consultants, professional advisors, contractors and/or representatives shall be liable to the Consumer in any circumstances whatsoever for: (a) any loss of profit, loss of revenue, loss of contract, loss of use, loss of goodwill; (b) any indirect, special or consequential loss; (c) any loss resulting from liability of the Consumer to a third party howsoever and whensoever arising; or (d) any loss of or corruption of or damage to any computer or electronically stored data software or operating systems, application programs, interfaces or any other software (or any loss resulting therefrom).

14.3 The liability of either Party in respect of claims for any loss or damage under an Agreement shall not exceed the lowest of the following amounts: (a) a sum equal to the replacement value of the property so damaged at the time of the incident which gave rise to the claim; (b) in respect of each incident, an amount of \$250; or (c) in respect of a series of related incidents over any twelve (12) month period, an amount of \$500. The liability limits under this clause shall not apply to the payment of the Early Termination Fees under clause 13.8 and any and all other fees and amounts payable by the Consumer to the Retailer under such Agreement.

14.4 Nothing in this clause 14 shall be construed as preventing either Party from bringing an action in debt against the other Party, or excluding or restricting or otherwise prejudicing or affecting any of the rights, powers, duties and obligations of either Party or of the Authority which are conferred or created by any applicable Electricity Law, or any exclusion from or limitation of liability which either Party may be entitled to claim under any applicable Electricity Law.

14.5 Nothing in an Agreement shall exclude or limit the liability of a Party ("**Party Liable**") for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.

14.6 A person who is not a party to an Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such Agreement.

14.7 The rights and remedies provided by an Agreement to the Parties are exclusive and not cumulative and, to the extent permissible under applicable law, exclude and are in place of all substantive (but not procedural) rights or remedies at law in respect of the matters

dealt with in such Agreement and the Parties hereto undertake not to enforce any of the same except as expressly provided herein.

14.8 If any provision or part of a provision of any Agreement is or becomes or is declared invalid, unenforceable or illegal in any jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of such Agreement or the remainder of the relevant provision which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

14.9 Each 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 with respect thereto. Each of the Parties acknowledges and confirms that it does not enter into any Agreement in reliance of any representation or warranty or other undertaking other than those expressly set out in such Agreement.

14.10 None of the provisions of any Agreement shall be considered waived by the Retailer except when such waiver is given in writing. No delay by or omission of either Party in exercising any right, power, privilege or remedy under any Agreement, or any Electricity Law shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy.

14.11 Each Party warrants to the other that at the date of each Agreement it has power to enter into, perform and comply with all of its obligations under such Agreement.

15. Force Majeure

15.1 If either Party ("**Affected Party**") is unable to or is prevented from carrying out any of its obligations (except for any payment obligations) under any Agreement due to an event of Force Majeure, the Affected Party shall not be considered to be in breach of such Agreement, and shall be excused from performing such obligations for as long as the Force Majeure continues and for such reasonable period of time thereafter as may be necessary for the Affected Party to resume performance of such obligations, provided that the Affected Party shall (a) continue to perform as much of its obligations under such Agreement as reasonably practical in the circumstances; and (b) use all reasonable efforts to mitigate or alleviate the effects of the Force Majeure on the performance of its obligations under such Agreement.

15.2 The Affected Party shall give written notice to the other Party of the relevant Force Majeure as soon as reasonably practicable but in any event within seven (7) days after the date on which the Affected Party becomes aware of the occurrence of the Force Majeure. Such notice shall include full particulars of the Force Majeure and of the effect that such Force Majeure is having on the Affected Party's performance of its obligations under the relevant Agreement. The Affected Party shall also notify the other Party as soon as reasonably practicable following the cessation of the Force Majeure.

16. Dispute Resolution

16.1 The details of any dispute arising under any Agreement between the Parties, including as to the interpretation of such Agreement or to the performance by either Party of its obligations under such Agreement, shall be reduced to writing and referred to the Consumer or the Retailer's Complaints Officer (as the case may be). In particular, without limitation, the Consumer may notify the Retailer of any complaints relating to the services provided by the Retailer by sending a written notice containing full details of such complaint to the Retailer's Complaints Officer.

16.2 The Parties shall use their best efforts to negotiate in good faith, and within thirty (30) days after the date on which a dispute arising under any Agreement is notified by a Party to the other Party pursuant to clause 16.1, settle amicably any dispute that may arise out of or relate to such Agreement, including any breach thereof. If any such dispute cannot be settled, and provided that the dispute was raised by the relevant Party in good faith, the Parties shall refer the dispute to mediation at (a) the Singapore Mediation Centre and conducted in accordance with the mediation procedure of the Singapore Mediation Centre by an accredited mediator appointed by the Singapore Mediation Centre and whom the Parties agree to; or (b) any other mediation centre recognised by the Authority. The Parties agree to bear equally between them the fees and expenses of the mediation. Any information or documents obtained through or as part of the reference to mediation is strictly confidential and may not be used for any purpose other than the settlement of the relevant dispute.

16.3 The above clause 16.2 shall not apply where any applicable Electricity Law prescribes a different dispute resolution mechanism, or where the dispute relates to the recovery of any amount which is due and payable to the Retailer by the Consumer pursuant to an Agreement, and in such circumstance, the Retailer shall be entitled to pursue an action in litigation against the Consumer of the appropriate court in the Republic of Singapore having jurisdiction over such dispute. In addition, the above clause 16.2 shall also not apply where the dispute in question involves an MSSL or Transmission Licensee, and in such circumstances, the Retailer shall use reasonable endeavours to facilitate resolution of the relevant dispute between the Consumer and such MSSL or Transmission Licensee (as the case may be).

16.4 Pending resolution of a dispute under an Agreement, the Parties shall proceed diligently with the performance of their respective obligations under such Agreement. All payments under an Agreement shall be made without deduction, set off or deferment in respect of sums (including all applicable taxes thereon) which are the subject of any disputes or claims whatsoever, save that payment of sums which are the subject of a final award or judgement may be deferred till after exhaustion of appeals, and payment of sums may be deducted or set off where the Parties have so agreed in writing.

16.5 Payment for each invoice issued by the Retailer under an Agreement shall be made by its due date during the continuance of any dispute resolution process under such Agreement.

17. Confidentiality and Announcements

17.1 The Parties may, to the extent of their contractual and lawful right to do so, exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under each Agreement. All information relating to an Agreement provided by one Party to the other Party, including any information marked confidential or proprietary, whether in hard copy or computerised format, will be and are hereby known as confidential and proprietary information ("**Confidential Information**").

17.2 A Party receiving Confidential Information pursuant an Agreement (the "**Receiving Party**") shall not, without the prior written consent of the Party disclosing such Confidential Information (the "**Disclosing Party**"), use any of such Confidential Information for any purpose other than the purpose of such Agreement (or where the Receiving Party is the Retailer, for the purposes of any other Agreement to which the Consumer is a party), or disclose any portion of such Confidential Information to persons or entities other than the officers, employees, agents, consultants, professional advisors, contractors and/or representatives of the Receiving Party strictly on a "need to know" basis and who have agreed to protect the Confidential Information as though they were a party to such Agreement.

17.3 The Receiving Party will not be liable for the disclosure of Confidential Information if the Receiving Party is able to demonstrate that such Confidential Information: (i) was in the public domain at the time it was disclosed or subsequently entered the public domain through no fault of the Receiving Party or breach by the Receiving Party of the Agreement under which such Confidential Information was received; (ii) was known to or is in the possession of the Receiving Party at the time of disclosure; (iii) became known to the Receiving Party from a source other than the Disclosing Party without breach of an obligation of confidentiality; (iv) was independently developed without use of the Confidential Information; (v) was required to be disclosed in compliance with the Receiving Party's obligations under any court order, any applicable Electricity Law or other laws or regulations of any government or regulatory authority (including that of any stock exchange); or (vi) was required to be disclosed pursuant to any judicial or arbitral process or tribunal having jurisdiction in relation to the Receiving Party.

18. Personal Data

The Consumer hereby agrees to the terms of the "Keppel Electric – Privacy Statement" (which may be accessed at <http://portal.keppelelectric.com/PrivacyStatement>), which terms are deemed to be incorporated by reference into each Agreement, and the Consumer hereby consents to the Retailer seeking, collecting, processing, using and/or disclosing information and data relating to the Consumer (including personal data relating to the Consumer and/or the Consumer's authorised representatives, next of kin and/or other persons occupying or residing at the Premises to which such Agreement relates) and/or the Premises to which such Agreement relates (including the Consumer's electricity usage and historical usage, metering data and related or similar information) in accordance with the terms of the "Keppel Electric – Privacy Statement".

19. Governing Law

Each Agreement shall be governed by, and construed in all aspects in accordance with the laws of Singapore.

20. Notices and communication

20.1 Notices required or permitted to be given to the Consumer under an Agreement shall be in writing and deemed to be properly given if sent to the Consumer's billing address or e-mail address set out in the Form of Acceptance relating to such Agreement (as may be amended by the Consumer from time to time by giving at least seven (7) days' prior written notice to the Retailer), whether via e-mail, registered post, delivered by private, prepaid courier, delivered in person or otherwise.

20.2 Notices required or permitted to be given to the Retailer under an Agreement shall be in writing and deemed to be properly given if sent to the Retailer's address or e-mail address set out in the Form of Acceptance relating to such Agreement (as may be amended by the Retailer from time to time by notice to the Consumer), whether via e-mail, registered post, delivered by private, prepaid courier, delivered in person or otherwise.

