

STANDARD TERMS AND CONDITIONS OF ELECTRICITY AGREEMENT – BUSINESS CUSTOMERS

1. INTRODUCTION

This document sets out the terms and conditions upon which we, Union Power Pte Ltd (the "**Retailer**" or "**We**"), agree to retail electricity and provide the related services, to you (the "**Customer**" or "**You**") (each a "**Party**" and collectively, the "**Parties**").

This document (the "**Terms and Conditions**"), taken together with a duly-executed Contract Form and the Privacy Policy (being the version in force from time to time), constitutes a binding agreement (this "**Electricity Agreement**") between us, the Parties.

2. REPRESENTATIONS BY THE RETAILER

We, the Retailer, hereby make and give the following representations, warranties, and undertakings:

- (a) we are a Retail Electricity Licensee, licensed under the Authority. Details of our licence are as follows:

Name of Licensee:	UNION POWER PTE LTD
UEN No.:	201615847H
License No.:	EMA/RE/021
Term of License:	29 JULY 2016 – 28 JULY 2026

- (b) we will observe and comply with the Applicable Laws (including but not limited to the Code of Conduct for Retail Electricity Licensees and the Act) and the electricity licence in the performance of our duties under this Electricity Agreement;
- (c) any offer to sell (as defined in Section 1.3.1 of the CCREL) made by us and/or our sales representatives is not being made by a person authorised by the Authority to transmit electricity or to provide Market Support Services; and
- (d) we agree to retail electricity and related services described herein to you in accordance with the terms and conditions contained herein in this Electricity Agreement.

3. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS BY THE CUSTOMER

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

- (a) you are classified or qualified to be classified as a Contestable Consumer;
- (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 pertaining to the Use of Electricity as provided by us under this Electricity Agreement in accordance with Section 4 hereunder;
- (d) you will obtain and maintain all licences, permits and approvals required under any Applicable Laws in connection with the use and operation of any and all electrical or supply installations (as defined in the Act) located at your Premises, including but not limited to electricity installation licences;
- (e) you shall cooperate with the Retailer in all matters pertaining to the Use of Electricity to your Premises and shall promptly provide the Retailer with such assistance in connection with the Use of Electricity as the Retailer may reasonably request;

Union Power Pte Ltd

(A member of Union Energy Group)

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Co. Reg. 201615847H GST Reg. 201615847H

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- (f) you shall provide such information which the Retailer may from time to time request in connection with the Use of Electricity; and
- (g) other than the Retailer, you shall not purchase electricity for use at your Premises from any person or third party during the Contract Period.

3A. CODE OF CONDUCT FOR RETAIL ELECTRICITY LICENSEES ("CCREL")

- 3A.1 The CCREL sets forth minimum standards of performance that the Retailer has to meet when conducting its retail activities.
- 3A.2 The Parties acknowledge and/or agree that:
 - (a) modifications may be made to the CCREL from time to time by the Authority in accordance with the CCREL;
 - (b) the Retailer shall promptly notify the Customer of any modifications that may be made to the CCREL from time to time by the Authority; and
 - (c) the Parties shall be bound by an 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.3 In addition to the provisions of this Electricity Agreement, the CCREL shall apply to govern the rights and obligations of the Customer and the Retailer. Where the provisions in this Electricity Agreement and the CCREL conflict, the provisions of the CCREL shall take precedence.

4. CHARGES, BILLING AND PAYMENT

- 4.1. Upon accepting the Contract Form, the Customer shall pay a one-time registration fee as stipulated in the Contract Form.
- 4.2. The Customer shall pay the following fees and/or charges, as stipulated in the Contract Form, on the terms and conditions in this Electricity Agreement:
 - (a) the Energy Charges (for the Use of Electricity based on the applicable Energy Rate)
 - (b) the Third Party Charges;
 - (c) the Retail Service Fee;
 - (d) the Security; and
 - (e) the AMI Meter Installation Fee, if any.
- 4.3. The Retailer shall produce an invoice of all the Energy Charges payable by the Customer on a monthly basis. The invoice shall state the quantity of the Use of Electricity in the relevant billing period at the applicable Energy Rate, applicable Third Party Charges and the GST payable. The Retailer will provide separate invoices for each of the Customer's Premises, if applicable.
- 4.4. As the Retailer's invoices are prepared on a Consolidated Billing basis, the Retailer shall consolidate the Third Party Charges with the Energy Charges and shall produce a single invoice to the Customer for all such charges incurred for every month of the Contract Period.
- 4.5. The Customer shall pay the Retailer the amount stated in the Retailer's invoice on or before the Due Date. All payments shall be made either by way of credit card, GIRO deduction or any other approved mode of

payment accepted by the Retailer. Where the Customer elects to make payment by GIRO, the Customer shall maintain sufficient funds in the Customer's bank account from which the GIRO deductions shall be made on the Due Dates, failing which the Customer shall be liable for and shall indemnify the Retailer for any fees incurred by the Retailer for any unsuccessful GIRO deduction.

- 4.6. If payment is not received by the Due Date, a reminder notice (the "**Reminder Notice**") will be issued to the Customer, which will state the Due Date and a time period for settlement of the relevant invoice.
- 4.7. In the event the Customer fails to settle the invoice within the time period stipulated in the Reminder Notice, the Customer shall be liable to pay Late Payment Interest.
- 4.8. Without prejudice to all other rights of the Retailer under this Electricity Agreement or under any Applicable Law, if the Customer fails to pay the Retailer the amount stated in the invoice by the Due Date:
 - (a) the Retailer shall be entitled to terminate this Electricity Agreement in accordance with Section 11.1(b) hereunder; and/or
 - (b) the Retailer shall be entitled to transfer the Contestable Consumer to an applicable MSSL.
- 4.9. Payment of each invoice shall be made in full, without any withholding, set off or deduction, by the Due Date to the Retailer's designated bank accounts.
- 4.10. Notwithstanding any dispute in relation to any invoice, payment of such invoice shall be made on or before its Due Date. Upon resolution of any dispute, any amount which the Customer may have overpaid or underpaid will be credited or debited, as the case may be, by a credit or debit note to be issued by the Retailer to the Customer.
- 4.11. 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 amendment or modification to any Applicable Law, the Retailer shall be entitled to:
 - (a) adjust the Third Party Charges which are payable by the Customer without any mark-ups; and
 - (b) if Third Party Charges are currently being paid by the Retailer, cease its payment of such charges, and thereafter pass on (together with any addition or change) to the Customer without any mark-ups.
- 4.12. The Customer shall bear, and pay to the Retailer, GST with respect to the Use of Electricity under this Electricity Agreement. The Customer shall also bear and pay any other tax, duty, levy, rate or charge whatsoever which may be imposed or levied on the Retailer pursuant to any law or regulation implemented after the effective date of this Electricity Agreement in connection with this Electricity Agreement or the Use of Electricity subject to Customer's consent.
- 4.13. Upon the expiry or termination of the Electricity Agreement, the Retailer shall issue to the Customer the final invoice within 10 business days from the date the Retailer receives the relevant invoice from the Market Support Services Licensee. If for any reason the Retailer's final invoice cannot be issued within such period, the Retailer shall within that same period notify the Customer of the expected date of issuance of the final invoice. Such notification by the Retailer may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).

4A. INCENTIVES

- 4A.1 The Customer shall be entitled to incentives as specified, and on the terms and conditions stated, in the Contract Form. The Retailer may also offer discounts, rebates or promotions to its customers for a limited period only.
- 4A.2 Without prejudice to Clause 4A.1, if it is provided that these discounts, rebates or promotions are offered to the Customer on the basis that this Electricity Agreement is completed for the entire Contract Period,

the Customer shall be required to refund the Retailer an amount equal to a pro-rated amount of the value of the discount or rebate or promotion given to the Customer when this Electricity Agreement is terminated prior to the End Date, with reference to the balance of the Contract Period following the effective date of termination. For other value-added services that are offered on a complimentary basis, the Customer is not required to refund the value of said service when this Electricity Agreement is terminated prior to the End Date.

5. METERING

- 5.1. Meter readings for Contestable Consumers are provided by the MSSL in accordance with the Applicable Laws. The Customer shall provide the MSSL with such cooperation and assistance as the MSSL may from time to time request and shall not in any event hinder or obstruct in any way the MSSL in the performance by the MSSL of its functions with respect to the meter readings. All invoices shall be prepared based on MSSL's meter readings. The metering data (subject to necessary adjustments or re-readings by the MSSL) shall be conclusive and binding. The Customer shall not break the seals of or in any way tamper or interfere with any of the metering equipment.
- 5.2. If no meter reading is available, the Retailer will bill the Customer based on the estimated meter readings provided by MSSL. Any adjustments shall be reflected in the next invoice or the invoice immediately after a final meter reading has been made. Any amounts which the Customer may have overpaid or underpaid pursuant to such adjustments will be credited or debited, as the case may be, by a credit or debit note to be issued by the Retailer to the Customer in the next invoice. If there is no more next invoice, the Retailer will refund or invoice the over/undercharged amount to the Customer as soon as practicable..

6. SECURITY

- 6.1. The Customer shall provide and maintain Security, as stipulated in the Contract Form, within fifteen (15) calendar days of signing of this Electricity Agreement in favour of the Retailer. Where Security is provided in the form of a banker's guarantee, such Security shall be valid for the Security Period.
- 6.2. In the event the Customer fails to furnish Security or fails to top up the Security as provided hereunder, the Retailer may terminate this Electricity Agreement pursuant to Section 12 below and transfer the Customer to the MSSL under the Default Supply Arrangement under any Applicable Law.
- 6.3. The Retailer shall not be required to pay any interest on the Security to the Customer upon refund of the Security.
- 6.4. If the Security is in the form of a cash deposit, the Retailer may utilise at any time the whole or part of such Security in payment of any sum due to the Retailer from the Customer.
- 6.5. The Retailer may, by notice in writing to the Customer, revise the amount of Security as specified in the Proposed Acceptance Form for this Electricity Agreement at its sole discretion. If the Retailer notifies the Customer of any revision to such Security, the Customer shall provide to the Retailer a sum equal to the difference between the revised Security and the previous Security within 14 calendar days after the date of receipt of the notice from the Retailer of the revised amount of Security.
- 6.6. The Retailer is entitled to recover, from the Security, any loss or expense suffered by reason of any breach by the Customer of this Electricity Agreement or any Applicable Law.
- 6.7. Upon the termination or expiry of this Electricity Agreement and if the Customer does not have any remaining financial obligations or liabilities under this Electricity Agreement, the Retailer shall within a reasonable time after the end of the Security Period, but no later than two (2) weeks from the Customer's payment of the final invoice in respect of the Use of Electricity issued by the Retailer, return the Security to the Customer.
- 6.8. The Retailer shall promptly (but no later than 1 month from the Customer's payment of the final invoice issued by the Retailer) refund any security deposit and/or credit balance owed to the Customer upon the expiry or termination of the Electricity Agreement.

7. CONFIDENTIALITY

- 7.1. Each Party agrees to keep the Confidential Information confidential and, save for the Permitted Disclosures and the Privacy Policy, that Party shall not disclose the same to any third party without the other Party's prior written consent.
- 7.2. In addition to the Permitted Disclosures and the Privacy Policy, the Retailer shall be allowed to make any disclosures of the Customer Information for debt recovery purposes, or where the Customer Information is permitted or required to be disclosed under the CCREL and/or any Applicable Laws. Without prejudice to the generality of the foregoing, the Retailer shall be allowed to disclose the Customer Information without the express written consent of the Customer:
- (a) where such Customer Information has been sufficiently aggregated such that the Customer cannot be identified;
 - (b) for billing purposes or to facilitate the operation of a retail electricity market or a wholesale electricity market;
 - (c) to the Transmission Licensee or to the applicable MSSL, where the Retailer is providing Consolidated Billing to a Customer and the Customer Information is required to be provided to the Transmission Licensee or the MSSL for such purpose;
 - (d) for law enforcement purposes;
 - (e) for the purpose of complying with the Applicable Laws; or
 - (f) for debt recovery purposes when the Customer's past due accounts have been or will be passed to a debt collection agency, who shall use the information only for the purpose of providing such debt collection services.
- 7.3. The Customer shall permit the Retailer to notify the applicable MSSL that the Customer has commenced or will commence to purchase electricity from the Retailer as of the Commencement Date.
- 7.4. In addition to the foregoing, the Customer acknowledges and agrees that the Retailer is required by the Authority to transfer the Customer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL.
- 7.5. This Section 7 shall survive the termination or expiration of this Electricity Agreement.

8. EXCLUSION OF LIABILITY

- 8.1. The Retailer does not generate, transmit, distribute or control the supply of electricity. No representation, warranty or obligation is made, given or assumed by the Retailer (whether under this Electricity Agreement, implied by Applicable Law or otherwise) with respect to the Use of Electricity, or any matter relating thereto, including the quantity, quality, stability, reliability or voltage of the Use of Electricity. To the fullest extent permitted by any Applicable Laws, the Retailer shall not be liable to the Customer for any liability with respect to any loss, damage, cost or expense which the Customer may incur or suffer in connection with the Use of Electricity at the Premises or any failure or interruption in such Use of Electricity (including defect, inconsistency, failure, delay or interruption, surge or variation of the Use of Electricity wherever and whenever occurring).
- 8.2. The Retailer shall not be liable to the Customer in any circumstances whatsoever for any indirect or consequential loss and 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 the Retailer may have under any Applicable Law.

- 8.4. To the maximum extent permitted by any Applicable Laws, the Retailer's liability to the Customer (whether for breach of any condition or warranty or otherwise) is excluded.
- 8.5. To the extent that Section 8.4 is rendered unenforceable and notwithstanding anything in this Electricity Agreement, the aggregate liability of the Retailer to the Customer under, arising out of, or in connection with, this Electricity Agreement shall not exceed the Total Liability and the Customer waives and releases Retailer from any and all liabilities to the extent that such liabilities exceed (or would exceed) the Total Liability.

9. FORCE MAJEURE EVENT

- 9.1. Subject to the provisions of this Electricity Agreement, a party which is affected by a Force Majeure Event (the "**Affected Party**") shall not be liable to the other party (the "**Non-Affected Party**") for any failure or delay in the performance of any obligation under this Electricity Agreement to the extent that such failure or delay is due to a Force Majeure Event, provided that the Affected Party invoking this Section 9 shall only be excused from performance pursuant to this Section:
- (a) for so long as the Force Majeure Event continues and for such reasonable period of time thereafter as may be necessary for the Affected Party to resume the 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.
- 9.2. Notwithstanding any provision in this Electricity Agreement, no Force Majeure Event shall excuse the obligation of a Party to make payment under this Electricity Agreement.
- 9.3. Where the Affected Party invokes this Section 9, it shall give the Non-Affected Party:
- (a) a notice of the invocation of this Section 9 as soon as reasonably practicable but in any event within three (3) Business Days of the date on which the Affected Party becomes aware of the occurrence of the Force Majeure Event, which notice shall include full particulars of the Force Majeure Event (to the extent available to the Affected Party) and of the effect that such Force Majeure Event is having on the Affected Party's performance of its obligations under this Electricity Agreement; and
- (b) within three (3) Business Days of the date of cessation of the Force Majeure event, a notice of the cessation of the Force Majeure Event and 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 the date on which the Affected Party shall resume performance of its full obligations under this Electricity Agreement.
- 9.4. Where an Affected Party invokes a Force Majeure Event, it shall:
- (a) use reasonable endeavours to mitigate or alleviate the effects of the Force Majeure Event on the performance of its obligations under this Electricity Agreement; and
- (b) continue to comply with its other unaffected obligations under this Electricity Agreement to the extent that it is possible.
- 9.5. In the event that the Force Majeure Event continues for a period of more than thirty (30) calendar days, either Party may terminate this Electricity Agreement in accordance with Section 12.3 hereunder.
- 9.6. Force Majeure shall not relieve any Party from its obligations to indemnify or make payment under this Electricity Agreement.

10. TRANSFER OF CUSTOMER

- 10.1. If the transfer of a Customer is not successful, the transferring Retailer shall notify the Customer in writing within 2 business days from the date it receives notification from the applicable Market Support Services Licensee that the transfer is not successful. Such notification by the Retailer shall include an indication of the next possible Supply Effective Date.
- 10.2. If the transfer of a Customer is successful, the transferring Retailer shall within 2 business days from the Supply Effective Date notify the Customer in writing that the transfer is successful.
- 10.3. Any notification by the transferring Retailer under Section 10.1 or Section 10.2 may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).

11. CONTRACT PERIOD

- 11.1. The Retailer shall retail electricity to the Customer during the Contract Period. The Contract Period commences on the Commencement Date and subject to the provisions of this Section, shall terminate on the End Date. However, the Retailer has the right to delay the Commencement Date in the event:

- (a) of any delay by any third parties involved in the establishing or administering of the processes or accounts required to enable the Customer to purchase electricity from the Retailer; or
- (b) the Security is not provided in accordance with Section 6.1,

in which event the Commencement Date shall be the date expressly notified by the Retailer to the Customer.

- 11.2. A Retailer shall give the Customer a Pre-Expiry Notice in writing of the expiry date of his Electricity Agreement at least 30 calendar days prior to the earlier of:

- (a) the date of expiry of the Electricity Agreement; and
- (b) the date (if any) specified in the Electricity Agreement by which the Customer must inform the Retailer whether he elects to renew the Electricity Agreement.

- 11.3. Such notification mentioned in Section 11.2 by the Retailer shall further inform the Customer of the following:

- (a) the terms and conditions of the renewed Electricity Agreement, should the Customer elect to renew the Electricity Agreement;
- (b) the option(s) available to the Customer to purchase electricity from another Retail Electricity Licensee or the applicable Market Support Services Licensee after the expiry of the Electricity Agreement, should the Customer elect not to renew the Electricity Agreement;
- (c) that the Customer shall inform the Retailer in writing, by the date stipulated in the Pre-Expiry Notice, whether the Customer elects to renew the Electricity Agreement on the terms and conditions of renewal referred to in Section 11.3(a) above upon expiry of the Electricity Agreement, and where applicable, his selection of one of the options referred to in Section 11.3(b) above should he elect not to renew the Electricity Agreement;
- (d) the consequences as described in Section 11.4 in the event that the Customer fails to inform the Retailer in accordance with Section 11.3(c); and
- (e) the mode of communication through which the Customer may inform the Retailer of his election whether to renew the Electricity Agreement and where applicable, his selection of the option referred to in Section 11.3(b) above.

- 11.4. Where the Electricity Agreement provides for the Customer an express right to renew the Electricity Agreement (where the Electricity Agreement does not provide for its automatic renewal) and the Customer

fails to inform the Retailer in writing by the date referred to in Section 11.3(c) above of:

- (a) his election to renew the Electricity Agreement on the terms and conditions referred to in Section 11.3(a) above; or
- (b) his selection of one of the options referred to in Section 11.3(b) above (if he informs the Retailer that he elects not to renew the Electricity Agreement), the Retailer can deem the Customer as having agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the expiry date of the Electricity Agreement.

12. TERMINATION

12.1. The Retailer shall be entitled to terminate this Electricity Agreement at any time on or before the Contract Period, by written notice served to the Customer at least ten (10) Business Days prior to the effective date of termination and transfer the Customer to MSSL, if:

- (a) a Force Majeure Event occurs and the Force Majeure Event continues for a period of more than thirty (30) calendar days, as stipulated under Section 9.5;
- (b) the Customer fails or neglects to pay any sum due and payable to the Retailer as stated in any invoice within the time period for settlement of said invoice as stipulated in the Reminder Notice;
- (c) the Customer is in breach of any of its obligations under this Electricity Agreement (including but not limited to the provision of Security or to top up the Security) and fails to remedy the breach within the ten (10) Business Days after being served with a written notice;
- (d) the Customer fails to hold all valid approvals and licences (including without limitation the electrical installation license) for the purchase and use of electricity, being effective for the entire duration of the Contract Period;
- (e) the Customer fails to enter into an agreement with a Transmission Licensee, or such an agreement had been terminated or rescinded;
- (f) the Customer becomes (i) bankrupt, (ii) insolvent, (iii) subject to a scheme of arrangement, (iv) is placed under judicial management, or (v) is otherwise unable to pay its debts as they fall due;
- (g) any order is made by the Court for (i) the bankruptcy, (ii) the winding up, (iii) approving a scheme of arrangement, or (iv) the judicial management of the Customer;
- (h) in the case of a Customer who is a corporation, a resolution is passed by the Customer for its winding up, scheme of arrangement or judicial management;
- (i) a receiver, judicial manager, scheme manager, trustee, or liquidator is appointed over any assets of the Customer; or
- (j) the Customer does not provide the Security in accordance with Section 6.1 and 6.2.

12.1.1 The Retailer will provide a notification of early termination of Electricity Agreement to the Customer stating the following, including but not limited to:

(a) the effective date of the termination of the Electricity Agreement;

(b) the reason for termination;

(c) the option(s) available to the Customer to purchase electricity from another Retailer or the applicable Market Support Services Licensee after the termination of the Electricity Agreement;

(d) that the Customer shall inform the Retailer in writing, by the date stipulated in the notification, of his selection of one of the options referred to in Section 12.1.1(c);

(e) where the Customer fails to inform the Retailer in writing by the date referred to in Section 11.1.1(d) above of his selected option, the Retailer can deem the Customer as having agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the effective date of the termination of the Electricity Agreement;

(f) any early termination and applicable charges payable by the Customer to the Retailer; and

(g) the mode of communication through which the Customer may inform the Retailer of his selected option referred to in Section 12.1.1(c) above.

12.2. The Customer shall be entitled to terminate this Electricity Agreement by written notice to the Retailer only if:

- (a) the Retailer is in breach of any of its material obligations under this Electricity Agreement and fails to remedy the same within thirty (30) calendar days after being served with a valid written notice, whereupon termination shall take place upon the expiry of the said 30-day period;
- (b) the Customer has served written notice on the Retailer thirty (30) calendar days prior to the said date of termination, stating its intention to terminate this Electricity Agreement for any reason, whereupon termination shall take place upon the expiry of the said 30-day period; or
- (c) an order of court is made to wind up the Retailer or to place it under judicial management, whereupon termination shall take place immediately upon valid service of said notice.

12.3. If this Electricity Agreement is terminated pursuant to Section 12.1(a), neither Party shall be liable to pay the other Party any costs or expenses incurred during such termination, except for any payment obligation which had accrued prior to the termination due to the Force Majeure Event.

12.4. In the event this Electricity Agreement is terminated by the Retailer under Sections 12.1(b) to (j) or is terminated by the Customer under Section 12.2(b), and the effective date of termination occurs on or before the Contract Period, the Customer shall immediately pay the Outstanding Balances, the Early Termination Charge, and the Administration Costs to the Retailer.

For purposes of this Section 12.4:

- (a) "**Outstanding Balances**" means all outstanding sums due to the Retailer before the termination of this Electricity Agreement, including Late Payment Interest together with expenses incurred in recovering such payment;
- (b) "**Administrative Costs**" means a once-off amount of Singapore Dollars Three Hundred Only (S\$300) to cover any administrative expenses incurred in the termination of this Electricity Agreement; and
- (c) "**Early Termination Charge**" means the sum equal to fifty per cent (50%) of the Customer's monthly average electricity invoice multiplied by the number of months (or any part thereof) from the effective date of termination until the End Date.

12.5. Notwithstanding the termination of this Electricity Agreement, each Party shall remain liable to the other Party in respect of all obligations and liabilities that were accrued prior to the termination of this Electricity Agreement, and all Sections that by their nature survive termination shall so survive, including but not limited to all ongoing warranties and indemnities.

12.6. For the avoidance of doubt without limiting Section 12.4, a Retailer shall not impose any Early Termination Charge on the Customer where the Electricity Agreement is terminated due to the occurrence of a Retailer of Last Resort Event, the Electricity Agreement is terminated by the Customer due to a breach of the Electricity Agreement by the Retailer or the Electricity Agreement is terminated by the Customer due to a suspension of the approval of an Open Electricity Market ("OEM") Retailer.

13. RETAILER OF LAST RESORT ("ROLR") FRAMEWORK

13.1. In a RoLR Event, unless the Customer contracts with and is successfully transferred to another Retail Electricity Licensee or the MSSL prior to the Default Supply Effective Date:

- (a) the Customer shall be deemed to have agreed to purchase electricity from the applicable MSSL under the Default Supply Arrangement with effect on and from the Default Supply Effective Date; and
- (b) with respect to any Customer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, the Customer shall be deemed to have given its consent to the Retail Electricity Licensee to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.

13.2. When a Retail Electricity Licensee is aware of an impending RoLR Event, the Retail Electricity Licensee 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. Such notification shall be referred to as the "RoLR Notice".

13.3. Within 1 business day from the RoLR Notice, the Retail Electricity Licensee shall:

- (a) notify the Customer in writing that the Retail Electricity Licensee is facing an impending RoLR Event. If another Retail Electricity Licensee is willing to accept novation of their contracts, such notification shall also include a statement that their contracts may be novated on the same terms and conditions to that Retail Electricity Licensee which is willing to accept such novation; and
- (b) approach other Retail Electricity Licensees to seek their interest and agreement to accept the novation of the contracts on the same terms and conditions as set out therein.

13.4. No later than 11 business days prior to the date of occurrence of the RoLR Event, the Retail Electricity Licensee shall notify each of its Customers in writing that:

- (a) the Customer has the option to:
 - (i) if another Retail Electricity Licensee has agreed to the novation of the contract on the same or strictly better terms and conditions, novate the contract to that Retail Electricity Licensee;
 - (ii) terminate the current contract with the Retail Electricity Licensee and enter into a new contract with another Retail Electricity Licensee; or
 - (iii) purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement;
- (b) the physical supply of electricity to the Customers will not be affected irrespective of the option elected by the Customer under Section 13.4(a);
- (c) the Customer shall respond with its election no later than 7 business day prior to the date of occurrence of the RoLR Event; and

- (d) if the Customer fails to respond with its election within the period set out in Section 13.4(b) or the Customer elects to novate the contract to another Retail Electricity Licensee but that option ceases to be available, the Default Supply Arrangement shall apply.
- 13.5. No later than 6 business days prior to the date of occurrence of the RoLR Event, the Retail Electricity Licensee shall provide the other Retail Electricity Licensee which has agreed to accept the novation of the contracts with a written list of the contact details of the Customers whose contracts will be novated to the other Retail Electricity Licensee.
- 13.6. Upon the occurrence of a RoLR Event, the Licensee shall:
- (a) within one (1) Business Day from the occurrence of the RoLR Event, publish on its website a notification and notify the Customer via short message service or text message, electronic mail or other equivalent method, that:
- (i) the Retailer's ability to retail electricity has ceased;
- (ii) unless there is a valid customer transfer request for the Customer to obtain electricity supply from another Retail Electricity Licensee prior to the Default Supply Effective Date, the Customer will be transferred to the MSSL; and
- (iii) the physical supply of electricity to the Customer will not be affected despite the occurrence of the RoLR Event; and
- (b) within two (2) Business Days provide the contact information of all its consumers to the applicable MSSL in the form specified by the MSSL via the Secure File Transfer Protocol to facilitate the transfer of the Customer to the MSSL as contemplated in Section 2.9A of the CCREL.

14. ASSIGNMENT

- 14.1. 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.

- 14.2. Assignments and transfers by the Retailer

To the fullest extent permitted under any Applicable Law, the Retailer may assign, encumber or create an interest in the Retailer's rights under this Electricity Agreement for purposes of securing funding for the Retailer without the consent of the Customer, provided that the Retailer shall not assign or transfer (or seek to assign or transfer) its rights or obligations under this Electricity Agreement to a third party who is not a Retail Electricity Licensee.

The Retailer should seek the consent of Customer to the transfer, sale, novation or assignment by the Retailer of its 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 the Customer and/or materially prejudice the rights of the Customer under this Electricity Agreement. Nothing in this Section 13 shall be construed as limiting the Retailer's right to use such personnel, service providers or other agents as the Retailer may consider appropriate in performing its functions, duties, activities (including promotional and/or marketing activities) and powers under this Electricity Agreement or the Applicable Laws.

- 14.3. Assignments and transfers by Customer

The Customer may only assign, novate, encumber or create an interest in its rights under this Electricity Agreement with the Retailer's prior written consent. The Customer shall not assign or transfer its rights or obligations under this Electricity Agreement to a third party without the Retailer's prior written consent.

15. NOTICE

- 15.1. 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, courier or electronic mail.
- 15.2. 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) calendar 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.
- 15.3. For the purposes of serving notices, demands, or other communications under this Electricity Agreement to us, we can be reached at the following mailing address and/or email address:

Mailing Address : **Union Power Pte Ltd**
25 Genting Road, #07-01, Union Energy Group Building
Singapore 349482

Email Address : **enquiry@unionpower.com.sg**

You agree that notices, demands, or other communications under this Electricity Agreement can be served on you at the address(es) and/or the email address(es) as stipulated in the Contract Form.

16. GOVERNING LAW AND JURISDICTION

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.

17. DISPUTE RESOLUTION

- 17.1. The Retailer's customer service team stipulated in the Contract Form is authorised by the Retailer to resolve any dispute with the Customer, and shall be the first point of contact by the Customer should any dispute under this Electricity Agreement arise (including without limitation, any dispute which pertains to services provided by the applicable MSSL and Transmission Licensee).
- 17.2. Any disagreements and/or disputes as to amounts invoiced to the Customer under this Electricity Agreement (including but not limited to in relation to Energy Charges), and the Customer's intention to dispute said invoiced amount, shall be raised by the Customer to the Retailer within 2 years from the date of the Retailer's invoice, after which no action shall be brought against the Retailer.
- 17.3. For disagreements and disputes as to the invoiced amount, if the dispute has not been resolved pursuant to Section 17.4(b) below, the Parties shall resolve such dispute or difference through mediation before resorting to any other manner of dispute resolution.
- 17.4. Without prejudice to any requirement to serve notices in such manner and form as prescribed thereto under this Electricity Agreement and subject to our waiver of said requirements in our sole discretion, the process for any dispute resolution under this Electricity Agreement is as follows:
- (a) the Customer will inform our customer services officer of any concerns, disagreements, differences and/or potential disputes via our customer hotline and/or email with the details in the manner as stipulated in the Contract Form;
 - (b) the Retailer will then work expeditiously with the Customer to resolve any disputes or disagreements, and/or to address any concerns. We will use reasonable endeavours to resolve disputes under this Electricity Agreement within thirty (30) calendar days from being us becoming aware of the dispute; and

- (c) in cases where the dispute is not resolved within the 30-day period referred to in Section 17.4(b) above and the Customer wishes to submit the dispute under this Electricity Agreement for mediation, the Retailer shall agree to such submission and attend the mediation at the mediation centre selected by the Customer.

17.5. For the avoidance of doubt, the contact details and manner of communication with the Retailer in Section 17.4 above shall not apply to the Customer's obligations under this Electricity Agreement to serve valid notices on the Retailer in accordance with Section 14 above, including but not limited to such obligations under Sections 9.3 and 12.2 of this Terms and Conditions.

17.6. Where any dispute involves an applicable MSSL or Transmission Licensee with the Customer, the Retailer shall use its reasonable endeavours to facilitate resolution of such dispute between them.

18. SEVERABILITY

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.

19. WAIVERS

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.

20. ENTIRE AGREEMENT

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

21. PREVALENCE OF AGREEMENT

Unless otherwise specified, in the event of any conflict between any provisions in this Terms and Conditions, the Contract Form and the Privacy Policy, the Contract Form shall take precedence, followed by the Privacy Policy, and finally this Terms and Conditions.

22. VARIATION

Generally, any variation to this Electricity Agreement must be agreed between the parties in writing. However, if the Retailer considers it is necessary to vary the terms of this Electricity Agreement to comply with any change in Applicable Laws or Codes, or if, in the Retailer's reasonable opinion, a variation benefits the Customer, imposes an additional obligation on the Retailer, or is otherwise of neutral impact on the Customer, the Retailer will proceed with the variation, in which case the Retailer shall notify the Customer of the variation and the date it comes into effect and such variation shall be deemed agreed by and be binding on the Customer.

23. PERSONAL DATA PROTECTION ACT

The Personal Data of the Customer, its employees and its tenants, if applicable, may be collected, used and/or disclosed by the Retailer to the relevant authorities, insurers or professional advisors as may be necessary for or ancillary to the carrying out of any of the Retailer's obligations under this Electricity Agreement. The Customer agrees to and shall procure that its employees and/or tenants, if applicable, are agreeable to the collection, use and disclosure of such Personal Data collected for the purposes, and on the terms, as stated in the Privacy Policy maintained on the Retailer's website.

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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

25. DEFINITIONS AND INTERPRETATION

25.1. 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.

25.2. In this Terms and Conditions, unless the context otherwise provides, the following terms shall have the following meanings:

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

"Affected Party" has the meaning given to it in Section 9.1 above;

"AMI Meter Installation Fee" means the AMI Meter Installation Fee stipulated in the Contract Form;

"Applicable Laws" means all laws, statutes, acts, ordinances, directives, regulations, codes, rules, treaty or regulations 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 the Applicable Laws;

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

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

"CCREL" has the meaning given to it in Section 3A above;

"Codes" mean 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 (as defined in the CCREL) and CCREL;

"Commencement Date" means the Commencement Date as stipulated in the Contract Form and in respect of a Contract Period;

"Confidential Information" shall mean all information and/or documents (regardless of form, format or media) relating to the Disclosing Party and its related corporations (as such term is defined in the Companies Act of Singapore (Cap. 50 of Singapore)) 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 Customer Information;
- (d) the existence and details of this Electricity Agreement and arrangements hereunder; and
- (e) 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 the customer's obligation to pay the applicable MSSL and the Transmission Licensee for Market Support Services Charges and Transmission Charges owed by the customer;

"Contestable Consumer" has the meaning given to it in Section 2 of the Act and under the Electricity (Contestable Consumers) Regulations, being a consumer who is eligible to purchase electricity (i) from a retail electricity licensee; (ii) directly from any wholesale electricity market; or (iii) indirectly from any wholesale electricity market through a MSSL;

"Contract Form" has the meaning given to it in Section 1 above;

"Contract Period" means the period commencing from the Commencement Date and ending on the End Date, where the context so requires;

"Customer" or **"You"** has the meaning given to it in Section 1 above;

"Customer Information" means information acquired by the Retailer relating to the Customer (including the Customer's Personal Data) pursuant to this Electricity Agreement;

"Default Supply Arrangement" means the supply of electricity from the applicable Market Support Services Licensee:

- (a) in the case of a Customer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market

Support Services Licensee for non-contestable consumers; and

- (b) in the case of a Customer who does not fall within subsection (a) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee;

"Default Supply Effective Date" has the same meaning in the CCREL, and means the date on which the MSSSL successfully transfers the Customer to a default supply arrangement;

"Disclosing Party" means the Party which is disclosing Confidential Information;

"Due Date" means the due date of payment for, and as specified in, the invoices issued by the Retailer;

"Electricity Agreement" has the meaning given to it in Section 1 above;

"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" means the End Date stipulated in the Contract Form and in respect of a Contract Period;

"Energy Charges" means the charges payable by the Customer for the Use of Electricity based on the applicable Energy Rate;

"Energy Rate" means the Energy Rates as stipulated in the Contract 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, sandstorms, earthquake, fire, flood, landslide, inclement weather with unusually heavy or prolonged rain or lack of water due to weather or environmental problems; and interference or disruptions to the Use of Electricity and the transmission or electricity arising from any of the foregoing events or any act or omission of a third party for whom the Retailer is not responsible, provided however, for greater certainty, 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;

"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;

"GST" means the goods and services tax chargeable under the Goods and Services Tax (Cap. 117A of Singapore);

"Late Payment Interest" means the Late Payment Interest stipulated in the Contract Form;

"Market Rules" means 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 Consumers and Retail Electricity Licensees;
- (c) the provision of customer transfer services for Retail Electricity Licensees and Contestable Consumers to facilitate the transfer of Contestable Consumers between one Retail Electricity Licensee and another or between Retail Electricity Licensees and MSSLS;
- (d) the provision of other services related to access to any wholesale electricity market and the retail electricity market; and
- (e) the supply and sale of electricity to non-contestable consumers;

"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;

"Market Support Services (Retailer) Agreement" means an agreement entered into between the MSSL and the Retailer under which the Retailer accepts to undertake specific activities and responsibilities for or on behalf of its Customers;

"Market Surveillance and Compliance Panel" has the same meaning as "market surveillance and compliance panel" in the Market Rules;

"Non-Affected Party" has the meaning given to it in Section 9.1 above;

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

"Permitted Disclosures" means:

- (a) the disclosures of Confidential Information made by the Receiving Party with the express written approval of the Disclosing Party;
- (b) the disclosures made by the Receiving Party relates to 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 the Receiving Party;
- (c) the disclosures made to the Receiving Party's consultants, advisers, agents, directors, contractors, employees, officers, shareholders, stakeholders and sub-contractors, provided always that such abovementioned recipients observe the same confidentiality obligations as the Receiving Party and if there is any breach of confidentiality by such recipient, it shall be deemed as a breach by the Receiving Party; and
- (d) the disclosures made by the Receiving Party to comply with any directive, code (including without limitation the Electricity Laws), 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 Disclosing Party, (ii) if

requested by the Disclosing 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 the Receiving Party to be in compliance;

"Personal Data" has the meaning given to it in Section 2 of the Personal Data Protection Act 2012 (No. 26 of 2012), being data whether true or not, about an individual who can be identified from that data or from that data and other information to which the organisation has or is likely to have access;

"Premises" means the Customer's premises to which the electricity is to be supplied by the Retailer as stipulated in the Contract Form;

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

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

"Reminder Notice" has the meaning given to it in Section 4.6 above;

"Retail Service Fee" means the Administrative Fee stipulated in the Contract Form;

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

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

"Retailer Use of System Agreement" means an agreement entered into between the Transmission Licensee and the Retailer under which the Retailer shall accept liability for the payment of Transmission Charges owed to the Transmission Licensee by its Customers;

"RoLR Event" or **"Retailer of Last Resort Event"** means an event whereby the Retailer becomes unable or loses the right to retail electricity to its Customers by virtue of one or more of the following events:

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

"RoLR Notice" has the same meaning set out in Section 13.2;

"Security" means a deposit placed with the Retailer either by way of a banker's guarantee issued by a financial institution acceptable to the Retailer or credit or debit card, the amount of which shall be a quantum based on the Customer's monthly bill or its projected monthly bill as determined by the Retailer, and as stipulated in the Contract Form;

"Security Period" means, in respect of the relevant Contract Period, the period beginning from the date the Security is provided to the Retailer in accordance with this Electricity Agreement, and ending on the End Date of such Contract Period or on the effective date of termination of this Electricity Agreement;

"**Singapore Dollars**" or "**S\$**" means the lawful currency of the Republic of Singapore;

"**Suspension Order**" has the same meaning as "suspension order" in the Market Rules;

"**Termination Order**" has the same meaning as "termination order" in the Market Rules;

"**Terms and Conditions**" has the meaning given to it in Section 1 above;

"**Third Party Charges**" means the charges under the Third Party Contracts (including but not limited to those payable to the Transmission Licensee, the MSSL and other third parties) as stipulated in the Contract Form, and such other charges (which are payable by the Customer) as the Authority or the Retailer may decide;

"**Third Party Contracts**" means any agreements entered into by the Retailer and/or the Customer with any third parties, such as the Transmission Licensee and the MSSL, to enable the Retailer to retail electricity to Contestable Consumers. 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 (as defined under the Market Rules);

"**Total Liability**" means the maximum liability of the Retailer in respect of this Electricity Agreement, and shall be two (2) 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 the Premises;

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

"**Use of Electricity**" means the electricity to the Premises and related services retailed by the Retailer, and purchased by the Customer.