Fact Sheet for Standard Price Plan

Note:

1) **The Energy Market Authority (EMA) requires the electricity retailer to provide you with this Fact Sheet before you enter into an Electricity Supply Contract with the electricity retailer. This Fact Sheet provides you with key information about the contract.**
2) **The electricity retailer must answer any questions you have about this Fact Sheet.**
3) **Unless otherwise stated, all fees and charges stated in this Fact Sheet are inclusive of the Goods and Services Tax (GST). If there is any change to the GST rate during the contract duration, the electricity retailer reserves the right to update the applicable fees and charges to be inclusive of the prevailing GST rate.**

A. General Information

Name of Electricity Retailer:	Geneco Powered by YTL PowerSeraya — Seraya Energy Pte Ltd	Fact Sheet Version Date:	12/Apr/2024

B. Electricity Price Plan Information

Name of Price Plan:	Get It Fixed 24	Type of Price Plan *(see footnote 1)*:	Standard

This is a Standard Price Plan. The electricity rate to be paid by you is:

☑ Fixed Price Plan: 29.42 cents/kWh

- Optional Power Eco add-on fee:

	CC Add-on Percentage			
	25%	**50%**	**75%**	**100%**
CC Add-on Fee (cents/kWh)	0.25	0.50	0.75	1.00

☐ Discount Off the Regulated Tariff Plan: __% or __ cents/kWh discount

The electricity retailer must clearly state any incentives (including the terms and conditions) that you will receive if you contract for the electricity price plan *(see footnote 2)*:

☐ Free gifts, promotions, rewards or services:

☑ Conditional discount:

- For the full list of promotions, visit https://www.geneco.sg/residential/promotions/ . Terms and Conditions apply.

Contract Duration:	24 months
Automatic Renewal of Contract *(see footnote 3)*:	☐ No. ☑ Yes: - Renewed contract will remain as a standard 24 months Fixed Plan. No later than 10 business days before the contract expiry, you will be notified on the renewed electricity rate which will be lower than the prevailing regulated tariff. All other applicable charge/fee will be the same.

Advanced Meter Required *(see footnote 4)*:	No	Direct Billing of Electricity Charges by the Retailer *(see footnote 5)*:	Yes. All customers will receive bills via our e-bill service. Paper bills are not provided.

C. Additional Fees or Charges For Electricity Services

One-Time Registration Fee:	Nil	Late Payment Charge:	1% interest on outstanding balance from previous month

Early Termination Fee (see footnote 6):

Dwelling Type	Early Termination Fee (ETF) per Mth
HDB 1 or 2 rooms	S$10
HDB 3, 4 or 5 rooms / HDB Executive	S$15
Executive Condominium / Condominium / Private Apartment	S$20
Terrace House/ Semi-Detached House	S$40
Bungalow	S$75

1. Early Termination Fee ("ETF") is a one-time fee corresponding to the consumer's dwelling type and remaining months left to the expiry of the contract between the consumer and Geneco.
2. Geneco reserves the right to clawback from the consumer any rebates (exclude U-Save Rebates) awarded to the consumer.
3. For a Consumer who is terminating before the contract expiry date due to relocation, ETF will be charged and incurred under the account for the old residential premise ("Old Contract") where the contract has been terminated before the contract expiry date. The ETF will be reimbursed to the Consumer's account for the new residential premise ("New Contract") when the following conditions are met:
   a) Consumer agrees to sign up for a New Contract for a new residential premises to replace the Old Contract, no later than 30 calendar days before the Old Contract expiry date;
   b) The Consumer for the New Contract and the Old Contract must be the same person;
   c) The New Contract shall have the same price plan, type of price plan, electricity rate and contract expiry date as the Old Contract; and
   d) Subject to Condition (c) above, all other terms and conditions of the New Contract shall be based on the prevailing terms and conditions offered by Geneco at the relevant time of sign up for the New Contract.

Security Deposit *(see footnote 7)*:

Dwelling Type	Security Deposit (SD) Amount
HDB 1 or 2 rooms	S$50
HDB 3, 4 or 5 rooms / HDB Executive	S$90
Executive Condominium / Condominium / Private Apartment	S$120
Terrace House/ Semi-Detached House	S$150
Bungalow	S$220

Any Other Fees and Charges *(see footnote 8)*:

- Early termination fee is chargeable for a change in plan
- Autopay Deduction Failure Fee: $2.18
- $10.90 account closure fee charged by SP Services (e.g. change of account holder name, relocation)
- $5.45 processing fee for any subsequent changes to the contract

D. Bundled Product or Services *(see footnote 9)*

There are other products or services bundled with the electricity price plan:

Yes, if optional Power Eco add-on is selected.

If yes, the electricity retailer should specify below what are the bundled products or services. You should discuss the details with the electricity retailer such as the applicable fees and charges as well as the terms and conditions for accepting the bundled products or services:

- Optional Power Eco add-on fee:

	CC/REC Add-on Percentage			
	25%	**50%**	**75%**	**100%**
CC Add-on Fee (cents/kWh)	0.25	0.50	0.75	1.00

E. Footnotes

1) Please note the differences between a **Standard Price Plan** and **Non-Standard Price Plan**.

	Standard Price Plan	Non-Standard Price Plan
Electricity Rates	• Inclusive of all applicable charges that vary according to the level of consumption. • Will not change throughout the contract duration.	• May not be inclusive of all applicable charges that vary according to the level of consumption. • May change in accordance with the terms and conditions of the contract.
Other Fees and Charges	• No recurring charges or fees throughout the contract duration.	• May include recurring charges or fees throughout the contract duration.
Contract Duration	• 6, 12 or 24 months.	• Not limited to 6, 12 or 24 months..
Pricing Structure	• Fixed Price. Pay a fixed rate (e.g. 20 cents/kWh) for electricity throughout the contract duration. **OR** • Discount Off the Regulated Tariff. Enjoy a discount off the prevailing regulated tariff (e.g. 5% off) throughout the contract duration.	• The electricity retailer may set its own pricing structure.
More Information	• Visit the Price Comparison Tool at compare.openelectricitymarket.sg to compare the Standard Price Plans offered by different electricity retailers	• Visit the electricity retailer's website to enquire on Non-Standard Price Plans.

2) The electricity retailer may offer you incentives if you contract for the electricity price plan. The incentives may include:
   - Free gifts, promotions, rewards or services; and/or
   - Conditional discount that reduces your electricity bill if you meet certain conditions.

3) A contract with automatic renewal may be automatically renewed upon the expiry of the contract. For such contract:
   - The electricity retailer is required to inform you at least 10 business days before the existing contract expiry date, and you have the right not to proceed with the automatic renewal;
   - The electricity retailer must ensure that the electricity rate is better than the prevailing regulated tariff at the point of contract renewal; and
   - After the contract has been automatically renewed, you have the right to, within the first 30 calendar days from the start of the renewed contract term, terminate the renewed contract by giving the electricity retailer at least 30 calendar days' notice without you being subject to any early termination charges or other applicable fees.

4) An advanced meter is a digital meter capable of measuring your electricity consumption every half-hour. It is optional to install an advanced meter to measure your half-hourly electricity consumption, unless the price plan you sign up for requires one. The Standard Price Plans do not require an advanced meter.

5) With direct billing, the electricity retailer will bill you directly for electricity supply, and SP Group will issue you a separate bill for the other utilities (such as water and gas supply). Your electricity retailer will advise you on the billing arrangement they offer. With indirect billing, you will receive a single monthly bill from SP Group covering the charges for electricity supply by the electricity retailer as well as the charges for the other utilities.

6) The electricity retailer may charge you a fee if you terminate the contract before its expiry date.

7) The electricity retailer may require you to provide a security deposit for the supply of electricity. If you are a residential consumer, the electricity retailer is allowed to collect not more than 2 months of your average monthly electricity bill at the point of contracting, contract renewal or during the term of the contract.

8) The electricity retailer may require you to pay other fees and charges, including the prevailing market-related charges. You may refer to **www.openelectricitymarket.sg** for more information on the market-related charges.

9) The electricity retailer may bundle the supply of electricity with other products and/or services, such as the provision of phone or internet services, home energy management systems, newspaper or magazine subscription, etc. Please note the terms and conditions of the bundled products or services.

1. ELECTRICITY RETAIL AGREEMENT

Date:

I, the Consumer named below, request that Seraya Energy Pte. Ltd. ("**Retailer**") retail to us electricity on the terms set out below (i) in the Seraya Energy **Low Tension Electricity Retail Conditions** (the **"Low Tension Electricity Retail Conditions"**) (a copy of which is provided below), (ii) in the Seraya Energy **Electricity Supply Contract Fact Sheet** (the "**Fact Sheet**") and (iii) where applicable, the **Additional Terms & Conditions of Carbon Credits ("CC") Delivered via Power Eco Add-on** as appended in Annex A or the **Additional Terms & Conditions of Renewable Energy Certificates ("RECs") Delivered via Power Eco Add-on** as appended in Annex B (collectively, the "**Electricity Retail Agreement**" or "**Agreement**").

If the Retailer decides (at the Retailer's absolute discretion) to accept this application, a contract shall arise between the Retailer and us on the terms of this Electricity Retail Agreement.

If there is any inconsistency between the terms of the Low Tension Electricity Retail Conditions and the Fact Sheet, the Low Tension Electricity Retail Conditions shall prevail to the extent of the inconsistency.

CONTRACT DETAILS

Customer Reference No.:

Supply Start Date:

Supply Expiry Date:

CUSTOMER CONTACT DETAILS

Name ("**Consumer**"):

Email Address:

Mobile Number:

Residential Address:

Billing address (if different from Residential Address):

SUPPLY DETAILS

MSSL / EBS account no.:

Address of premises for supply of electricity

("**Premises**"):

PRODUCT DETAILS

Product Type: As per Fact Sheet

PAYMENT DETAILS

Security Deposit Amount:	As per Fact Sheet and/or Condition 3.1 of the Low Tension Electricity Retail Conditions
Payment Term:	Within 14 calendar days of the date of the relevant invoice (for all modes of payment)
Early Termination Charges:	As per Fact Sheet and/or Condition 5.4.2 and/or Condition 5.5 of the Low Tension Electricity Retail Conditions

Seraya Energy Low Tension Electricity Retail Conditions ("Conditions")

Unless expressly stated otherwise, the capitalised words used in these Conditions shall have the meanings given to them in the Electricity Act 2001 (the "**Act**") and any relevant subsidiary legislation or associated regulation ("**Relevant Legislation**") or in the Electricity Retail Agreement.

For the avoidance of doubt, the following terms used in this agreement shall have the meanings as defined in the Code of Conduct for Retail Electricity Licensees ("**Retailer's Code**"), as set out below:

'Pricing and Payment Provisions' means the terms and conditions in a contract which address or provide for the:

(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.

'Default Supply Arrangement' means the supply of electricity from the Market Support Services Licensee ("**MSSL"**):

(a) In the case of a Consumer who is eligible to apply to cease his classification as Contestable Consumer under Regulation 7 of the Electricity (Contestable Consumer) Regulations, at such tariff as may be set from time to time by the MSSL for Non-Contestable Consumers; and
(b) In the case of a Consumer 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 MSSL.

1. **Retail of Electricity and Undertakings:**

1.1 The Contract Duration shall commence on the Start Date and expire on the Expiry Date or the date of termination, whichever is earlier. The Start Date shall not be earlier than the date on which the Consumer's electricity account is successfully transferred to the Retailer from the MSSL or the Consumer's previous retailer (as the case may be).

1.2 Where the Consumer's electricity account is transferred to the Retailer from the Consumer's previous retailer, the Consumer shall be wholly liable for any early termination charges, late payment fees, administrative charges and/or any other charges incurred under the Consumer's agreement with the Consumer's previous retailer.

1.3 During the Contract Duration, the Consumer:

1.3.1 agrees to purchase and pay the Retailer for all electricity consumed at the Premises;
1.3.2 agrees to maintain its status as a contestable consumer under the Electricity (Contestable Consumers) Regulations and shall not take steps to change such status unless as required under the Relevant Legislation; and
1.3.3 shall arrange for the Premises to be connected to the electricity transmission and distribution system of Singapore and shall obtain such services as may be required to enable the transmission of electricity to the Premises.

2. **Metering:**

2.1 The amount of electricity consumed at the Premises shall be measured by the electricity meter(s) installed at the Premises. These electricity meter(s) are the property of the Transmission Licensee (as defined in the Act) and the Consumer shall not tamper or interfere with such electricity meter(s) in any way. The Parties agree that the energy quantity for the Energy Charges for the supply of electricity under this Agreement, with or without Intermittent Generation Sources shall be based on the sum of all energy quantities recorded from all import channels of the electricity meter(s). The Consumer shall provide such person with all assistance and cooperation in connection with any inspection, reading, servicing, or replacement of any such meters.

2.2 In the event that the MSSL is unable to provide the Retailer with any data, measurements and readings with respect to the electricity supplied to the Consumer, the Consumer shall be invoiced based on the estimated amount of electricity consumed by the Consumer and such estimate shall be based solely on consumption data provided by the MSSL. If the Consumer is of the view that electricity meter(s) are inaccurate or have malfunctioned, the Consumer shall first make payment based on the invoiced estimated amount and the Retailer may adjust future billings when the MSSL provides the adjusted meter readings. The Consumer agrees that the relevant estimation and/or adjustment shall be final and binding on the Consumer, in the absence of obvious error.

2.3 The Retailer shall be entitled to invoice the Consumer for any meter reading adjustment(s) provided by the MSSL (for electricity consumed under this Agreement) at any time, even after the expiry or termination of the Agreement.

2.4 The Consumer acknowledges and agrees that the Transmission Licensee and the MSSL, and not the Retailer, is responsible for meter installation and removal, meter reading and meter data management in accordance with the Metering Code, the Market Support Services Code, the Act and any other Relevant Legislation.

2.5 Smart Meter(s)

2.5.1 Smart meter(s) installation is optional unless the Consumer signs up for an electricity price plan that requires one. The Consumer must request for an installation of new smart meter(s) to the Retailer and the Retailer shall forward such a Consumer's request to the MSSL. Pursuant to Condition 2.3, the MSSL is responsible for smart meter(s) installation and old meter(s) removal. The Retailer is not liable for any delay, damage, defect or fault arising in connection with or as a result of the smart meter(s) installation and old meter(s) removal. The Consumer shall pay for any cost incurred for the installation of the new smart meter(s).

2.5.2 The Retailer shall use the Static Residential Load Profile ("**SRLP**") adjusted for consumption from MSSL based on the old meter(s) until the date the MSSL notifies the Retailer that a smart meter(s) installation has been successfully completed and switched on.

2.5.3 For the avoidance of doubt, following a smart meter(s) installation, all references to "electricity meter(s)" and "meter(s)" shall also mean smart meter(s).

3. **Security Deposit, Charges and Payments:**

3.1 Upon the commencement or renewal of this Agreement, the Consumer shall if so required by the Retailer in writing, forthwith pay the Retailer the security deposit equivalent to:

(i) up to two (2) times of the Consumer's average monthly electricity charges invoiced to that Consumer calculated over a continuous period of 12 months ending with the month immediately preceding the month in which the security deposit will be collected from the Consumer; or

(ii) where the Consumer has less than 12 continuous months of invoices issued immediately preceding the month in which the security deposit will be collected from the Consumer, up to two (2) times of the Consumer's average monthly electricity charges for that period; or

(iii) In the case none of Conditions 3.1(i) or (ii) applies, up to two (2) times of the monthly electricity charges determined based on the national average monthly consumption of the specific dwelling type published by the MSSL and the prevailing rate offered by Retailer to the Consumer; or

(iv) subject to Conditions 3.1(i), (ii) and (iii), the security deposit amount stated in the Fact Sheet.

Payment of such security deposit shall constitute security for the due and proper performance by the Consumer of its representations, warranties, duties, undertakings and obligations and any and all sums due to the Retailer (whether as damages or otherwise) in connection with this Agreement.

3.2 The Retailer may utilise at any time the whole or any part of the security deposit in settlement of any sum due from the Consumer to the Retailer. Any remaining security deposit in the hands of the Retailer shall be refunded to the Consumer, free of interest, within one (1) month from the Consumer's payment of the final invoice issued by the Retailer following the expiry or termination of the Agreement.

3.3 During the Contract Duration, the Retailer shall periodically invoice the Consumer, and the Consumer shall pay the aggregate of the following:

3.3.1 the electricity rate (not inclusive of goods and services tax) as stated on the Fact Sheet multiplied by the quantity of electricity supplied to the Consumer without any adjustment for transmission losses provided by MSSL);

3.3.2 the relevant Additional Fees or Charges as stated on the Fact Sheet (if applicable);

3.3.3 any new applicable charge approved by the Authority;

3.3.4 any revisions in the Pricing and Payment Provisions required to comply with the Relevant Legislation or the Retailer's Code or as mutually agreed between the Consumer and the Retailer; and

3.3.5 the prevailing goods and services tax at the applicable rate on the total of the amounts stated in Conditions 3.3.1 to 3.3.4.

Any Pricing and Payment Provision and/or the terms of this Agreement may from time to time be amended, varied, supplemented by the Retailer taking into account the enactment changes to or in the interpretation or application of any new or existing laws, codes or regulations applicable to the Singapore electricity industry, or any direction from the relevant authorities in respect of the retail of electricity under this Agreement in each case where the amendment/adjustment is required for compliance with Relevant Legislation or the Retailer's Code.

For avoidance of doubt, for all non-standard price plans, the Retailer reserves the right to pass on to the Consumer (at cost) a fair proportion of any incremental adjustment or variation of the relevant Additional Fees or Charges as may be referable to the retail of electricity by the Retailer to the Consumer under this Agreement.

The Retailer shall notify the Consumer of any amendment, variation, supplementation or adjustment at least ten (10) business days before such changes take effect.

3.4 Undercharging

3.4.1 If the Retailer undercharges the Consumer, the Retailer may recover the undercharged amount from the Consumer at any time, even after the expiry or termination of this Agreement. The undercharged amount may be billed in any subsequent invoice issued by the Retailer or a separate invoice in respect of the undercharged amount, at the discretion of the Retailer.

3.4.2 If the Retailer recovers an undercharged amount from Consumer, the Retailer shall not charge interest on the undercharged amount.

3.5 Overcharging and Overpayment

3.5.1 Where the Consumer has been overcharged and already paid the overcharged amount, the Retailer shall credit that overcharged amount to the Consumer's account in a manner determined by the Retailer.

3.5.2 If Consumer has stopped buying electricity from the Retailer and Consumer has already made full and final settlement of all invoices for electricity consumed under the Agreement, the Retailer shall use its best endeavours to pay the overcharged amount, free of interest or tax or foreign exchange difference, to the Consumer within twenty (20) business days after the Retailer is aware of any such overcharging.

3.5.3 If the Consumer has made payment in excess of the amount that is due for payment ("**Overpayment**"), the Overpayment shall be used to offset subsequent invoices, free of interest or tax or foreign exchange difference. If the Consumer has stopped purchasing electricity from the Retailer and the Consumer has already made full and final settlement of all invoices for electricity consumed under the Agreement, the Retailer shall refund the Overpayment amount to the Consumer, free of interest or tax or foreign exchange difference but after netting off all relevant transaction charges (if any) incurred. The Retailer shall endeavour to refund the Consumer within thirty (30) business days after the Retailer is made aware of any such Overpayment.

3.5.4 The refund under Condition 3.5.2 and 3.5.3 shall be made via the same payment mode that the payment was received or via bank transfer or any other alternatives available at the Retailer's sole discretion.

3.6 Where the Consumer is eligible to receive, during the Contract Duration, any Utilities-Save Rebate (the "**U-Save Rebate**") which is part of the GST Voucher scheme introduced by the Singapore government for eligible residential consumers to offset their utilities bills, the Retailer shall use the applicable amount of the U-Save Rebate credited to the utilities account of Consumer to off-set against the amounts due under the Consumer's invoice(s) in accordance with the process or requirements prescribed by the Singapore government.

3.7 If the Consumer fails to make payment to the Retailer of any amount payable by the Consumer on its due date for payment, the Consumer shall pay the Retailer interest on the amount outstanding at the monthly rate stated on the Fact Sheet (to be computed on a monthly rest basis).

3.8 The Consumer acknowledges that the Retailer may appoint a billing agent to invoice and collect from the Consumer the charges and payments due under this Agreement and perform the obligations under the Pricing and Payment Provisions. Notwithstanding the foregoing, the Retailer reserves all rights to invoice and/or collect from the Consumer any charge and payment due under this Agreement not invoiced and/or collected by the billing agent. For the purpose of the Pricing and Payment Provisions, "**the Retailer**" shall mean Seraya Energy Pte. Ltd. or the billing agent, as the case may be.

3.9 Where the Consumer informs the Retailer that payment shall be made via American Express, MasterCard or VISA, the following provisions shall apply:

3.9.1 Execution by the Consumer of the Electricity Retail Agreement shall constitute the Consumer's written authorisation to the Retailer from time to time submitting to American Express International Inc., MasterCard International Incorporated or VISA International Service Association (the relevant entity as the case may be referred to as "**the Association**") requests for the payment of any and all sums payable by the Consumer to the Retailer (howsoever arising) and for this purpose the Retailer may charge or debit or require to be charged or debited any such sum to the Consumer's account with the Association specified in the Electricity Retail Agreement or any other account as may be notified by the Consumer and/or the Association.

3.9.2 The Consumer shall not be obliged to make payment to the Retailer in respect of any invoice rendered by the Retailer provided that such payment is received by the Retailer from the Association within the Payment Term (or such additional period as the Retailer may allow the Association).

3.9.3 The Consumer shall duly pay the Association any and all sums so charged or debited or paid by the Association to the Retailer on behalf of the Consumer in full without any set-off, counterclaim or deduction on account of any dispute or claim which the Consumer may have against the Retailer in relation to or arising from this Agreement, it being the express intention of the parties that the Consumer shall bring any such dispute or claim directly against the Retailer.

3.9.4 The authorisation referred to in Condition 3.9.1 shall remain in force until such time the Consumer chooses to pay the invoice via a different mode of payment.

3.10 Except where the MSSL was engaged to invoice the Consumer on behalf of the Retailer, upon expiry or termination of the Agreement (where there is no renewal), the Retailer shall issue a final invoice within twelve (12) business days from the date it receives the relevant invoice from the MSSL, upon expiration or termination of the Agreement, or if unable to do so, to notify the Consumer of the expected date of issuance of such final invoice within the same period.

3.11 The Retailer shall be entitled to adjust, vary or correct any invoice rendered on the Consumer to take into account any revised assessment or estimation of the meter reading(s) referred to in Condition 2.2 and/or any undercharging or overcharging referred to in Conditions 3.4 and 3.5, respectively.

3.12 In the event where a refund is to be made to the Consumer, the refund will be in Singapore dollars ("**SGD**") and the Retailer reserves the right to require the Consumer to bear any administrative or bank charges incurred. If the Consumer does not have an existing SGD bank account and requires the refund to be made in a foreign currency, all charges incurred for any cross-border remittance shall be borne by the Consumer.

4. **Limitation of Liability:**

4.1 The Consumer acknowledges and agrees that the Retailer does not generate, transmit, distribute or control the supply of electricity and excludes any liability (whether direct, indirect or consequential) with respect to any direct, indirect or consequential loss, damage, cost or expense which the Consumer may incur or suffer in connection with the supply of any electricity to the Premises or any failure or interruption in such supply, howsoever caused.

4.2 To the maximum extent permissible under applicable law, and save for the Retailer's liability to pay for early termination charges, the Retailer's total liability to the Consumer (whether individually in respect of each Premises or collectively in respect of all Premises) in connection with the Agreement arising from any and all causes of action (whether in contract, tort, breach of statutory duty, at law or in equity) shall be limited to a maximum of $20,000 or the aggregate payment received by the Retailer from the Consumer in the last six (6) months, whichever is lower. Nothing in this Condition shall operate to exclude or limit any liability for any death or personal injury resulting from the negligence of the Retailer.

5. **Termination:**

5.1 The Retailer shall be entitled to terminate the Agreement in respect of any or all the Premises if:

5.1.1 the Consumer fails to pay any amount due and payable or fails to provide security deposit to the Retailer;

5.1.2 the Consumer breaches any of its obligations under the Agreement and does not remedy such breach within five (5) days after being served with a notice from the Retailer; or

5.1.3 the Retailer is of the view that the Consumer has committed theft of electricity.

Notwithstanding and without prejudice to the provisions of Conditions 5.1 and 6 of the Agreement, the Customer acknowledges, consents to and agrees that the Retailer shall have the right to, in its sole and absolute discretion, discontinue any price plan(s) as stated in the Electricity Retail Agreement ("**Discontinuation of Plan**"). In the event of a Discontinuation of Plan, the Retailer shall give the Consumer prior written notice no less than thirty (30) days in advance informing the Consumer of the aforementioned discontinuation and alternative plan(s) that the Consumer may sign up for by a stipulated date (the "**Discontinuation Date**"). The Consumer reserves the right to sign up for any of the alternative plan(s) offered by the Retailer, change to another retailer or be transferred back to the MSSL.

In the event that the Consumer (i) does not respond to the Retailer by the Discontinuation Date as to whether the Consumer is signing up for an alternative plan, or (ii) responds to the Retailer that it elects not to sign up for an alternative plan by the Discontinuation Date but the Consumer's account is not transferred to the new retailer or MSSL as at the Discontinuation Date, the Retailer shall deem the Consumer as having agreed to purchase electricity from the MSSL under the Default Supply Arrangement with effect from the date immediately following the Discontinuation Date.

5.2 Upon occurrence of any of the events stipulated in Conditions 5.1.1 to 5.1.3, the Retailer shall give the Consumer at least ten (10) business days' notice in writing ("**Retailer's Notice of Termination**") and such notice shall contain the following information:

5.2.1 the effective date of the termination of the Agreement;

5.2.2 the reason for termination;

5.2.3 the option(s) available to the consumer to purchase electricity from another retailer or the MSSL after the termination of the Agreement;

5.2.4 a request that the Consumer inform the Retailer in writing (in accordance with the mode of communication specified in Condition 9.10) by the date stipulated in the Retailer's Notice of Termination, of Consumer's selection of one of the options(s) in Condition 5.2.3 above; and

5.2.5 any early termination and applicable charges payable by the Consumer to the Retailer pursuant to Condition 5.4.

In the event the Consumer fails to inform the Retailer by the date stipulated in the Retailer's Notice of Termination of his selected option in Condition 5.2.3, the Retailer shall deem the Consumer as having agreed to purchase electricity from the MSSL with effect from the date immediately following the effective date of the termination of the Agreement at such tariff as may be set from time to time by the MSSL for non-contestable consumers.

5.3 The Consumer shall be entitled to terminate the Agreement in respect of any or all the Premises at any time during the Contract Duration by giving the Retailer:

5.3.1 in respect of the Get Flexi price plan, not less than fourteen (14) calendar days' written notice; or
5.3.2 in respect of all other price plans, not less than thirty (30) calendar days' written notice.

For avoidance of doubt, the Consumer's termination under this Condition 5.3 will be subject to Early Termination Charges under Condition 5.4.

5.4 Unless the Consumer has signed up for the Get Flexi price plan and has fulfilled Condition 5.3.1 above, if the Agreement is for any reason whatsoever terminated by the Consumer before the affected Premises' Expiry Date, the Consumer shall immediately pay the Retailer on the termination of the Agreement of the affected Premises:

5.4.1 any and all sums payable including any sums accrued;
5.4.2 unless otherwise stated on the Fact Sheet, the applicable Early Termination Charges = Early Termination Fee x Number of Remaining Months (including the month of the termination date) as follows:

Dwelling Type	**Early Termination Fee (ETF) per Mth**
HDB 1 or 2 rooms	S$10
HDB 3, 4 or 5 rooms / HDB Executive	S$15
Executive Condominium / Condominium / Private Apartment	S$20
Terrace House/ Semi-Detached House	S$40
Bungalow	S$75

5.4.3 (where a rebate (excluding the U-Save Rebate) was offered to the Consumer) the amount equal to the value of the rebate given to the Consumer (for the avoidance of doubt, this rebate does not refer to free gifts, tokens or vouchers given to Consumer during events such as roadshows); and
5.4.4 any AMI meter installation fee (if applicable) incurred by the Retailer in respect of any or all of the Premises.

Save that in the case where (i) the termination arises as a result of a Retailer of Last Resort Event (as defined in Condition 5.6) occurring to the Retailer, (ii) the Consumer terminates due to the Retailer's breach of the Agreement, then Conditions 5.4.2 to 5.4.4 above shall apply.

5.5 Save that in the case where the Retailer initiates the termination for reasons in Condition 5.1, if the Agreement is terminated by the Retailer before the affected Premises' Expiry Date, the Retailer shall immediately pay the Consumer on the termination of the Agreement of the affected Premises the applicable Early Termination Charges = Early Termination Fee x Number of Remaining Months (including the month of the termination date) as follows:

Dwelling Type	**Early Termination Fee (ETF) per Mth**
HDB 1 or 2 rooms	S$10
HDB 3, 4 or 5 rooms / HDB Executive	S$15
Executive Condominium / Condominium / Private Apartment	S$20
Terrace House/ Semi-Detached House	S$40
Bungalow	S$75

5.6 A Retailer of Last Resort Event ("**ROLR Event**") means any of the following events or circumstances:

5.6.1 the revocation or expiry or non-renewal of the Retailer's electricity retail licence;
5.6.2 receipt by the Authority 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 to cease operations as required in the Act;
5.6.3 an order is made for the winding up of the Retailer or a resolution is passed for the winding up of the Retailer;
5.6.4 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. "Suspension Order",

"Termination Order" and "Market Surveillance and Compliance Panel" shall have the meaning ascribed to them in the Retailer's Code;

5.6.5 termination of the Retailer's Market Support Services (Retailer) Agreement by the MSSL; or

5.6.6 termination of the Retailer's Retailer Use of System Agreement by the Transmission Licensee.

5.7 In a ROLR Event, the Retailer shall:

5.7.1 within one (1) business day from the occurrence of the ROLR Event, notify the Consumer in writing:

5.7.1.1 that the Retailer's ability to retail electricity has ceased;

5.7.1.2 of the arrangement set out in Condition 5.8 below; and

5.7.1.3 the physical supply of electricity to the Consumer will not be affected despite the occurrence of the ROLR Event.

5.7.2 Within two (2) business days provide the Consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL via the Secure File Transfer Protocol to facilitate such transfer, and the Consumer shall be deemed to have consented to the same. The Retailer is required by the Authority to transfer the Consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the MSSL to facilitate the implementation of the ROLR framework.

5.8 In a ROLR Event:

5.8.1 unless the Consumer contracts with and is successfully transferred to another retailer or the MSSL prior to the date on which the MSSL successfully transfers the Consumer to a Default Supply Arrangement ("**Default Supply Effective Date**"), the Consumer shall be deemed to have agreed to purchase electricity from the MSSL under the Default Supply Arrangement on the Default Supply Effective Date; and with respect to a Consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumer) Regulations, in which case the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date; and

5.8.2 the Consumer shall be notified within one (1) business day from the ROLR event via the Retailer's website, short message service or text message, electronic mail or other equivalent method.

5.9 In the event that the Agreement has been terminated, the Retailer may refuse to retail electricity to the Consumer and transfer the Consumer to the MSSL under the Default Supply Arrangement with effect from the date immediately after the termination of the Contract Duration.

6. **Contract Expiry / Renewal:**

6.1 Prior to the Expiry Date, the Retailer may notify the Consumer of the Consumer's eligibility to re-contract on the various price plans offered by the Retailer available at the Retailer's self-service portal.

6.2 The Retailer will provide the Consumer with at least ten (10) business days' notice in writing prior to the Expiry Date of the Agreement, and such notice will contain the following information:

6.2.1 the Expiry Date;

6.2.2 the automatic renewal terms and conditions. The Agreement shall be automatically renewed on the date immediately following the Expiry Date on the same Contract Duration and the same price plan type for any such renewal term (**"Renewal Term**"). Except for the electricity rate under the price plan and any one-off pricing rebate, discount or incentive, the Pricing and Payment Provisions in effect prior to the automatic renewal shall continue to apply with no change in respect of the Renewal Term ("**Renewal Terms and Conditions**"). The electricity rate under the Renewal Terms and Conditions shall be no higher than the prevailing 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 the point of renewal;

6.2.3 that the Consumer has the right not to proceed with automatic renewal and the option(s) available to Consumer to purchase electricity from another retailer or MSSL after the Expiry Date of the Agreement; and

6.2.4 the date by which the Consumer must notify the Retailer in writing (in accordance with the mode of communication specified in Condition 9.10) whether Consumer intends not to proceed with any automatic renewal of the Agreement ("**Consumer Renewal Election Date**") based on the Renewal Terms and Conditions.

6.3 In the event the Consumer does not respond to the Retailer by the Consumer Renewal Election Date, the Retailer shall deem the Consumer as having agreed to the automatic renewal of the Agreement on the Renewal Terms and Conditions. Upon automatic renewal, the Consumer shall have the right to, within the first thirty (30) calendar days from the start of the Renewal Term, terminate the renewed contract by giving the Retailer at least thirty (30) calendar days' written notice without being charged the applicable Early Termination Charge. Thereafter, the Early Termination Charge shall apply pursuant to Condition 5.4 for any termination of the renewed contract.

6.4 In the event Consumer responds to the Retailer that it elects not to renew the Agreement under Condition 6.2.4 but the Consumer's account is not transferred to the new retailer or MSSL as at the Expiry Date, the Retailer shall deem the Consumer as having agreed to purchase electricity from MSSL under the Default Supply Arrangement with effect from the date immediately following the Expiry Date. If the transfer of a Consumer under this Condition is not successful, the Retailer shall notify the Consumer in writing within two (2) business days from the date it receives notification from the MSSL that the transfer is not successful. The Retailer will indicate the next possible Default Supply Effective Date.

6.5 Upon expiry and/or termination of the Agreement (where there is no renewal), the Retailer shall return the security deposit and/or refund any credit balance in favour of the Consumer within one (1) month after the Consumer has made full and final settlement of the last invoice for electricity consumed or any other charges payable under the Agreement.

6.6 The Retailer retains its absolute and final discretion whether or not to grant automatic renewal of the Agreement and on the Renewal Terms and Conditions offered under Condition 6.2.2.

7 Force Majeure:

7.1 If either Party (the "**Non-Performing Party**") shall be unable to or is prevented from carrying out its obligations thereunder due to a circumstance or event which is beyond the reasonable control of the Non-Performing Party ("**Force Majeure**"), this Agreement shall remain in full force and effect for the duration of its term herein but the Non-Performing Party's obligations during the event which the Non-Performing Party is unable to carry out due to a Force Majeure (other than any obligations as to payment of money) shall to the extent of such inability be suspended for as long as the Force Majeure continues and for such reasonable period of time thereafter as may be necessary for the Non-Performing Party to resume performance of the obligations, provided that:

7.1.1 the Non-Performing Party shall continue to comply with its obligations under this Agreement to the maximum extent possible; and

7.1.2 the Non-Performing Party uses all reasonable efforts to mitigate or alleviate the effects of the Force Majeure on the performance of its obligations under this Agreement.

7.2 The Non-Performing Party shall notify the other party of the invocation of Force Majeure as soon as reasonably practicable but in any event within seven (7) calendar days of the date on which the Non-Performing Party becomes aware of the occurrence of the Force Majeure, which notice shall include full particulars of the Force Majeure and the effect such Force Majeure is having on the Non-Performing Party's performance of its obligations under this Agreement; and of the cessation of the Force Majeure and the effects the cessation of the Force Majeure is having on the Non-Performing Party's performance of its obligations under this Agreement.

8 Governing Law and Dispute Resolution:

8.1 The Agreement shall be governed by and construed in accordance with the laws of Singapore.

8.2 The Consumer shall have up to two (2) years from the date of the relevant invoice to contest or dispute the accuracy of the amounts billed in such invoice.

8.3 The Retailer shall be the Consumer's first point of contact should there be any dispute to be raised by the Consumer relating to the retail of electricity under this Agreement. The Consumer may call the Retailer's

contact centre hotline at +65 6363 6677 or send an email to info@geneco.sg. The Retailer shall address any contest or dispute raised by Consumer within thirty (30) calendar days from the date of notification by the Consumer. If the dispute cannot be resolved within such period, the Retailer is required to commence mediation proceedings upon the Consumer's request and the dispute will be submitted to:

8.3.1 (in the case of residential consumers) the Consumer Association of Singapore ("**CASE**") or the Singapore Mediation Centre ("**SMC**");

8.3.2 (in the case of business consumers) the SMC

for resolution by mediation in accordance with the mediation procedure for the time being in force prescribed by CASE or SMC. The Retailer and the Consumer shall attend mediation proceedings and each Party shall bear its own costs for any mediation commenced in CASE or SMC. If the Parties are unable to reach a mutually satisfactory resolution of the dispute within thirty (30) calendar days of the commencement of such mediation, either party may refer such dispute for settlement by the courts of Singapore (including the Small Claims Tribunal). To this end, the Retailer and the Consumer submit to the non-exclusive jurisdiction of the courts of Singapore.

8.4 In the event a dispute under this Agreement arises pertaining to any service provided by the MSSL or Transmission Licensee, Retailer shall use its reasonable endeavours to facilitate resolution of such dispute between the Consumer and such relevant third party.

9 Miscellaneous Provisions:

9.1 The Consumer may not assign its rights or obligations under Agreement unless the Retailer consents in writing.

9.2 The Agreement represents the entire understanding between the Parties with respect to the supply and retail of electricity to the Consumer and any warranty, condition or other undertaking implied in law or by custom is hereby excluded.

9.3 The Consumer consents and hereby gives the Retailer permission to:

9.3.1 Seek, collect, use, disclose and/or retain information concerning the Consumer (including credit-related information), the Premises, the Consumer's electricity usage (including historical usage, metering data and related or similar information) for the purpose of fulfilling the Retailer's obligations under the Agreement, allowing the Retailer to comply with its obligations under the relevant electricity laws (including but not limited to the Retailer's Code) or required by the Retailer to perform its business functions (including but limited to credit control, internal audit, risk management) or for other lawful purpose which the Retailer considers necessary;

9.3.2 disclose any information or data disclosed by the Consumer to the Retailer's appointed billing agent in connection with this Agreement for the purpose of the performance of the billing agent's rights and obligations hereunder;

9.3.3 transfer and disclose the information referred to in Condition 9.3.1 to any credit information sharing service provider (of which Retailer is a member or subscriber) or to any credit bureau in Singapore; and

9.3.4 disclose any information relating to the Consumer and/or the Premises to any person whom the Retailer considers in good faith that disclosure is necessary, desirable or expedient for any purpose whatsoever in connection with the Agreement, in accordance with the Personal Data Protection Act 2012 and our Privacy Policy (i.e. Geneco's privacy policy in relation to its obligations under the PDPA for customers' personal data), which is accessible on our website (https://geneco.sg/privacy-policy).

For the avoidance of doubt, where such information relates to the Consumer's personal data, the collection, use, disclosure and/or retention of said personal data shall be in accordance with the Personal Data Protection Act 2012 and our Privacy Policy, which is accessible on our website (https://geneco.sg/privacy-policy). The Retailer shall not send to the Consumer any marketing materials except with the Consumer's consent. Further, in accordance with applicable laws, the Retailer may retain relevant personal data relating to the Consumer upon termination or expiry of the Agreement.

9.4 No electricity licensee or any person who owns or provides services in relation to any electricity meter installed on the Premises shall be regarded as an agent of the Retailer.

9.5 Each party acknowledges that modifications may be made to the Retailer's Code from time to time by the Authority. The Retailer shall promptly notify the Consumer of any modifications made to the Retailer's Code referred to in this Condition 9.5 and may by way of such notice amend, add or vary any term and condition of the Agreement the Retailer considers necessary as a result of the modification. Each Party agrees to be bound by any applicable modification referred to in this Condition 9.5 except to the extent that the Authority, when publishing the modifications, specifies that the Parties are not required to be bound by the modification.

9.6 The Retailer may by giving the Consumer at least ten (10) business days prior written notice, amend or supplement any part of the Agreement due to a regulatory change or governing law and shall take effect from the date notified by the Retailer to the Consumer or such dates as approved by the regulatory change or governing law.

9.7 No failure on the part of the Retailer to exercise, and no delay on its part in exercising any right or remedy under these Conditions 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 or the exercise of any other right or remedy. Subject to Conditions 3.3, 9.5 and 9.6, the Agreement shall not be amended, varied or supplemented unless the Parties agree in writing.

9.8 If any provision in the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions in the Agreement and the remainder of the affected provision shall continue to be valid.

9.9 No person other than the Retailer and the Consumer shall have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provision in the Agreement.

9.10 All notices shall be given or sent by hand, post (with or without recorded delivery) or electronic mail to the relevant party at its address set out in the Fact Sheet or such other address as the party may notify the other in writing. Any notice given by post (without recorded delivery) shall be deemed duly given four (4) calendar days after it was sent. Any notice delivered by hand or post (with recorded delivery) shall be deemed to be duly served upon delivery or transmission of the same and in proving the same, it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered delivery letter. Notices sent by electronic mail shall be deemed received immediately after being transmitted unless the sending party has received a message by return that the email transmission had failed or that it was not delivered.

Annex A

Additional Terms & Conditions of Carbon Credits ("CCs") Delivered via Power Eco Add-on ("Additional Terms and Conditions")

1. These Additional Terms and Conditions shall be incorporated into and read in conjunction with your existing active Electricity Retail Agreement with the Seraya Energy Pte Ltd ("Retailer"). The Retailer will acquire carbon credits ("CCs") and retire these CCs on your behalf to offset, partially or in full, the carbon emissions generated from your electricity consumption, based on the Power Eco Add-on percentage purchased by you and the electricity grid emission factors as calculated and published by the Energy Market Authority of Singapore at the material time.

2. The Retailer shall, in its sole discretion, acquire CCs issued pursuant to widely accepted certification standards for the reduction or removal of carbon emissions.

3. The Retailer acknowledges that you hold all legal and beneficial title to CCs that the Retailer purchases on your behalf and you hereby authorise the Retailer and/or any of its affiliates to retire such CCs in your name so that the environmental attributes of such CCs belong to you.

4. You consent and hereby give the Retailer permission to disclose any information relating to you and/or the Premises to any person whom the Retailer considers in good faith that disclosure is necessary, desirable or expedient for any purpose whatsoever in connection with these Additional Terms and Conditions.

5. The number of CCs that will be retired on your behalf shall be calculated at the end of each calendar year based on your cumulative electricity consumption for the same calendar year and the Power Eco Add-on percentage that you have purchased. For the avoidance of doubt, during the 1st year of the Contract Duration, the number of CCs you will be entitled to shall be calculated based on your cumulative electricity consumption in kilowatt hours ("kWh") from the Start Date of this Addendum with the Retailer to the last day of the same calendar year. For the purposes of calculating CCs at the end of each calendar year, your derived carbon emission figure shall be rounded down to the nearest kilogram.

6. You shall receive your softcopy Certificate of carbon offsets ("Certificate") containing details of the CCs issued to you within ninety (90) calendar days of the commencement of the following calendar year.

7. In the event that your Agreement with the Retailer expires or is terminated during the calendar year, the number of CCs that will be retired on your behalf shall be calculated in the manner as stipulated in Clause 5 above based on your cumulative electricity consumption during the calendar year up until the expiry or termination of the Agreement. You will receive the softcopy of your Certificate per Clause 6.

8. While the Retailer has taken reasonable care to ensure that the information provided on Geneco's website relating to carbon offset is correct, all information may be subject to change at any time without notice. The Retailer shall not be liable for any error or inaccuracy of the information on Geneco's website and shall have no liability for any claims, losses or damages which may arise as a result of your use of or reliance on the information on Geneco's website.

9. You acknowledge that any calculation methods used by the Retailer as described in the provisions above are only an estimate of the amount of carbon emissions associated with your consumption of electricity and the cost to offset such carbon emissions. The cost to offset your carbon emissions may vary according to fluctuations in the price of carbon credits. The Retailer accepts no liability if this calculation is incorrect or does not accurately reflect either the actual carbon emissions associated with your electricity consumption or the cost to offset such carbon emissions.

10. The Retailer reserves the right to amend these Additional Terms and Conditions at any time in its sole discretion without notice.

Annex B

Additional Terms & Conditions of Renewable Energy Certificates (“RECs”) Delivered via Power Eco Add-on (“Additional Terms and Conditions”)

1. These Additional Terms and Conditions shall be incorporated into and read in conjunction with your existing active Electricity Retail Agreement with Seraya Energy Pte Ltd ("Retailer"). The Retailer will acquire renewable energy certificates ("RECs") and retire these RECs on your behalf at the end of each calendar year, subject to the provisions herein.

2. The Retailer acknowledges that you hold all legal and beneficial title to the RECs that the Retailer purchases on your behalf. You hereby authorise the Retailer and/or any of its affiliates to retire RECs on your behalf.

3. You consent and hereby give the Retailer permission to disclose any information relating to you and/or the Premises to any person whom the Retailer considers in good faith that disclosure is necessary, desirable or expedient for any purpose whatsoever in connection with these Additional Terms and Conditions.

4. The number of RECs retired in your name will be based on your cumulative electricity consumption ("Cumulative Solar Electricity Consumption") during the calendar year and the Power Eco Add-on percentage that you have purchased. Your Cumulative Solar Electricity Consumption shall be determined in kilowatt hours ("kWh"), rounded down to the nearest kWh. For avoidance of doubt, during the first year of the Contract Duration, the number of RECs you are entitled to shall be calculated on the basis of your Cumulative Solar Electricity Consumption from the Start Date of this Addendum with the Retailer to the last day of the same calendar year.

5. One (1) REC represents proof that 1 MWh of renewable energy has been produced and embodies the environmental benefits that amount of renewable energy has generated. The Retailer will retire one (1) REC per 1 MWh of your Cumulative Solar Electricity Consumption figure.

6. In the event that your Agreement with the Retailer expires or is terminated during the calendar year, the number of RECs that will be retired on your behalf shall be calculated in the manner as stipulated in Clause 4 above based on your Cumulative Solar Electricity Consumption during the calendar year up until the expiry or termination of the Agreement.

7. You shall receive your softcopy REC(s) within ninety (90) calendar days of the commencement of the following calendar year.

8. While the Retailer has taken reasonable care to ensure that any information provided on Geneco's website relating to RECs is correct, all information may be subject to change at any time without notice. The Retailer shall not be liable for any error or inaccuracy of the information on Geneco's website and shall have no liability for any claims, losses or damages which may arise as a result of your use of or reliance on the information on Geneco's website.

9. The Retailer may acquire RECs from other programs, projects, vendors or suppliers at its absolute discretion.

10. The Retailer reserves the right to amend these Additional Terms and Conditions at any time in its sole discretion without notice.