



## GENERAL TERMS AND CONDITIONS FOR THE RETAIL SUPPLY OF ELECTRICITY

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## I – GENERAL TERMS

### 1. Application

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. This contract is between Ambit Energy Japan, GK (“Ambit Energy Japan” or “Company”) and you, namely the customer. The words “we,” “us” and “our” refer to Ambit Energy Japan, and the words “you” and “your” refer to the customer. These General Terms and Conditions for the Retail Supply of Electricity (the “Terms”) shall apply to the electricity charges and other conditions when the Company supplies electricity to low voltage customers.

Ambit Energy Japan is registered as a Retail Electricity Business (“REB”) with the Ministry of Economy, Trade and Industry (METI), Registration Number # A0401

### 2. Company Contact Information

For inquiries or complaints concerning your charges, service initiation, or service cancellation, you can contact the Company using the information below:

Ambit Energy Japan

Address:

Hankyu Grand Bldg. 20F

8-47 Kakuda-cho Kita-ku

Osaka 530-0017

customerservice@ambitenergy.co.jp

Customer Care Center 0120-907-830

Operating Hours: 9:00 – 18:00 (Closed

Sundays, National Holidays and Dec 29 - Jan 3)

For power outages, contact the TDU in your service area. TDU phone numbers are provided at [http://www.yonden.co.jp/corporate/b\\_esta/index.html](http://www.yonden.co.jp/corporate/b_esta/index.html)

or contact Customer Care.

### 3. Definitions

The following terms shall have the meanings set forth below in these Terms:

- (1) “Low Voltage” means standard voltage of 100 volts or 200 volts.
- (2) “Electric Light” means electrical devices (including ancillary fixtures) used for illumination such as LED lamps, incandescent lamps, fluorescent lamps, neon tube lamps, and mercury lamps.
- (3) “Small Devices” means low voltage electrical devices other than electric lights used via single phase mainly in residences, shops, offices, etc. However, this definition shall exclude devices that cannot be used in combination with electric lights due to their hindering or having the risk of hindering the use of electric lights by other users of electricity due to sudden changes in voltage, etc.
- (4) “Motive Device” means electrical devices other than lamps and small devices.
- (5) “Load System” means load systems available for customers under this contract.

(6) “Contracted Current” means the maximum current (in amperes) that can be used by the customer under the agreement, the amount of which is converted to single-phase AC with two lines at a standard voltage of 100 volts.

(7) “Contracted Capacity” means the maximum capacity (amperes) contractually available for use.

(8) “Contracted Power” means the maximum power (kilowatts) contractually available for use.

(9) “Electricity Usage” means the amount of electric energy used by a customer, which is measured for each 30 minutes via meter installed by a general electricity transmission and distribution utility (“TDU”) by using the same phase voltage of the supplied electricity. Provided, however, that, if the measuring method is not available due to an unavoidable reason, the amount of electric energy may be measured by using a voltage different from that of the supplied electricity and such measured electricity usage will be adjusted by the general loss rate of 3%.

(10) “Consumption Tax Amount” means the amount equivalent to the consumption tax levied pursuant to the Consumption Tax Law and the amount of local consumption tax levied pursuant to the Local Tax Act.

(11) “Renewable Energy Power Promotion Surcharge” means the surcharge provided by Article 16.1 of the Act on Special Measures Concerning Procurement of Electricity from Renewable Energy by Electricity Utilities. (“Renewable Energy Act”)

(12) “Summer Season” means the period from July 1 to September 30 each year.

(13) “Other Season” means the period from October 1 to the following June 30 each year

(14) “General Transmission and Distribution Utility” means the TDU defined under Article 2.1.9 of the Electricity Business Act which transmits electricity to your consumption location.

(15) “Wheeling Contract Terms” means the terms of the TDU’s wheeling contract.

(16) “Supply Commencement Date” is the date electricity supply service begins and is the effective start date under this contract.

### 4. Amendment of the Terms

(1) The Company may unilaterally amend the Terms in its sole discretion. In such case, the terms and conditions and electricity supply charges, etc., shall be in accordance with the amended Terms. If the Company amends the Terms, the Company shall provide a notification in advance of the amended Terms, and the effective date of the amended Terms will be posted on the Company’s website for a certain period.

(2) Customers shall, if the Company amends the Terms, consent in advance of receiving the Company’s explanation of supply terms and conditions and delivering of pre-contract and post-contract documents in the manner set forth below, except as stated in paragraph(3):

when providing an explanation of supply conditions to a customer using pre-contract documents, the Company will provide such explanation by delivery of written documents, internet posting, email or such other method that the Company determines appropriate in accordance with laws and regulations (the "Appropriate Method"). The Company will describe and refer to only the part of the Terms to be amended.

(i) when providing post-contract documents to a customer, the Company will provide such documents by Appropriate Method, and shall list only the Company's name and address, date of contract, matters to be amended and the supply point identification number via methods the Company determines appropriate.

(ii) if any amendment to the Terms is required under new laws and regulations or amendments to any existing laws or regulations, but are non-substantive, customers agree in advance that the Company may perform its required explanation of supply conditions and delivery of pre-contract documents by outlining the changes which require explanation without providing any additional document, and that no delivery of post-contract document will be required.

(3) For a renewal of the Terms, where there are no changes to the supply charges or other contractual terms, and only the contract period is extended, the customer shall consent in advance that only the renewed contract period will be described and no delivery of a post-contract document will be required.

## 5. Units and Rounding

In the Terms, the units and rounding for the calculations of charges or other calculations shall be in accordance with the following.

(1) The unit for Contracted Capacity shall be one kilovolt- ampere (kVA), and any fractions shall be rounded to the nearest whole number.

(2) The unit for Contracted Power shall be one kilowatt (kW), and any fractions shall be rounded to the nearest whole number.

(3) The unit for Electricity Usage shall be one kilowatt hour (kWh), and any fractions shall be rounded to the nearest whole number.

(4) The unit for the total amounts in the calculation of charges or other fees shall be one (1) yen, and fractions shall be rounded to two decimal places. However, in the event that there is an additional payment of a Consumption Tax Amount, the unit for the Consumption Tax Amount shall be one (1) yen, and any fractions shall be rounded to two decimal places.

## 6. Other Special Matters

Any special matters not stipulated in the Terms shall be resolved through consultation between the Company and the customer.

## II – CONTRACT

### 7. Application for Electricity Retail Supply Contracts

(1) If a customer desires to enter into a new electricity retail supply contract with the Company, the customer shall accept the Terms in advance and apply in a form prescribed by the Company.

(2) For the application, the customer shall comply with matters set forth in Clause 26 (Cooperation of the Customers in the Use of Electricity) of the Terms and any matters concerning consumers or users as set forth in the general terms for electricity wheeling service with the TDU.

(3) If a customer is replacing their current contract with another retail electricity utility, the customer may be subject to payment of penalties or other disadvantages, and the customer needs to confirm the details of their current contract with the customer's current retail electricity utility prior to entering into a new electricity retail supply contract with the Company. The Company will not be liable for any payment of these penalties or other disadvantages incurred by the customer for switching from their current retail electricity utility.

### 8. Effective Start Date of Electricity Retail Supply Contracts

(1) An electricity retail supply contract will become effective on your Supply Commencement Date pursuant to Clause 12. Provided, however, that the electricity retail supply contract between the Company and the customer will become retroactively void from the effective date if the TDU does not grant an acceptance to the Company for the connection and supply contract that is required, as a condition subsequent, to supply electricity to the customer.

(2) The Company may reject an application from a customer due to laws and regulations, conditions of electricity demand and supply, conditions of supply facilities, credit standards set forth by the Company, and any other reasons in its sole discretion.

(3) Upon the effective start date of an electricity retail supply contract between the Company and a customer, the Company shall, and the customer shall in advance give the Company permission to, deliver documents describing the terms and conditions to supply electricity to the customer by Appropriate Method without delay.

## 9. Rescission Period

(1) Notwithstanding the above, Clause 8, a customer may without penalty cancel an application for electricity retail supply contract with the Company up to seven (7) calendar days before their Supply Commencement Date.

## 10. Term and Renewal of Contract

This contract is a month-to-month variable rate contract with a guaranteed savings term of twelve (12) consecutive billing periods, beginning on the Supply Commencement Date, unless the electricity retail supply contract is terminated or amended prior to the expiration of the 12 consecutive billing periods by the Company or the customer.

### Renewal of Terms and Conditions

(1) At least forty-five (45) days prior to the contract expiration date, the Company will send the customer a notice of the term expiration ("Term Expiration Notice"). Included with the Term Expiration Notice will be instructions about how to renew the contract with the same terms and conditions. Upon renewal by the customer of their electricity retail supply contract, the customer's contract will be renewed pursuant to Clause 4 (3) above.

(2) However, if the customer fails to renew prior to the renewal date provided in the Term Expiration Notice, the electricity retail supply contract will be automatically renewed to the Standard Variable Plan with amended terms and conditions on a month-to-month basis. The Company will provide contract documentation using the Appropriate Method outlined in Clause 4 above.

(3) If the customer renews the electricity retail supply contract fifteen (15) days or less after the term expiration date, the Company will cancel the customer's Standard Variable Plan and place the customer on the renewed electricity retail supply contract. The Company will backdate the start of the renewed contract to the term expiration date, and send the customer documentation confirming the contract renewal and specifying the new contract period.

## 11. Unit of Electricity Retail Supply Contract

The Company will conclude only one electricity retail supply contract for each demand location upon a request from a customer. Provided, however, if there is a demand for use of Electric Lights or a Small Device together with Motive Devices, the Company may also conclude a meter rate lighting type contract together with a Low Voltage electricity type contract.

## 12. Supply Commencement Date

(1) Electricity will not be supplied until procedures required by the TDU are completed.

(2) If the Company accepts an application for an electricity retail supply contract from a customer, the Company will start supplying electricity to the customer promptly after the Company communicates the supply starting date to the customer, and completes the necessary

preparations for the required procedures. In the case where the customer designates a starting date for the supply of electricity at the time of application, in principle, the Company will begin supplying electricity to the customer on the meter inspection day which is the nearest to such designated date.

(3) If the Company cannot start supplying electricity on a starting date already designated by the customer due to weather, site conditions or any other unavoidable reason, the Company will promptly notify the customer of the reason and will begin supplying electricity on a new designated starting date agreed to by the customer.

## 13. Limitation of Acceptance

The Company may reject in whole or part an application for an electricity retail supply contract due to laws and regulations, conditions of electricity supply, conditions of supply facilities, payment status of charges (including previous payment history and non-payment of charges under another electricity retail supply contract), or any other unavoidable reason. In such case, the Company will notify the customer of the reason.

## III – TYPES OF CONTRACTS AND CHARGES

### 14. Type of Contracts

Metered Lighting and LVP Guaranteed Savings Plan (GSP): Ambit Energy Japan's Guaranteed Savings Plan is a unique variable rate contract that guarantees a minimum savings of at least one percent (1%) when evaluated over twelve (12) consecutive billing periods beginning on your Supply Commencement Date with Ambit Energy Japan. Savings comparisons are validated by calculating the percentage difference between the energy charge you are billed by Ambit Energy Japan and the current published energy charge of your pre-deregulation Metered Lighting or LVP EPCO plan as defined in that EPCO's Terms of Service, Article III, Section 16 and 19 respectively. Your contract at the time of switching must be either Juryo Dento A, Juryo Dento B, Juryo Dento C, or Low Voltage Power and you must enroll on the Ambit GSP product that mirrors your existing contract in order to receive valid and accurate savings calculations.

Standard Time of Use Guaranteed Savings Plan (GSP): For each EPCO, Ambit Energy Japan's Time of Use Guaranteed Savings Plan is a unique variable rate contract that guarantees a minimum savings of at least one percent (1%) when evaluated over twelve (12) consecutive billing periods beginning on your Supply Commencement Date with Ambit Energy Japan. Savings comparisons are validated by calculating the percentage difference between the energy charge you are billed by Ambit Energy Japan and the current published energy charge of the specified EPCO Time of Use plan, excluding any special discounts based on specific equipment or appliances.

(1) The price to compare is as follows:

- Hokkaido: Three-hour Lighting (e Time 3) / 3時間帯別電灯 (eタイム3)
  - <http://www.hepco.co.jp/home/price/rate/menu/etime3.html>
- Tohoku: Electric Light A by Time Zone A (Everyday Night 8) / 時間帯別電灯A (やりくりナイト8)
  - [http://www.tohoku-epco.co.jp/dprivate/menu/menu\\_toua.html](http://www.tohoku-epco.co.jp/dprivate/menu/menu_toua.html)
- Rikuden: Electric Light I by Seasonal Time Zone (Elf Night 10) / 季節別時間帯別電灯I (エルフナイト10)
  - <http://www.rikuden.co.jp/ryokin/minsei.html#36>
- Yonden: Lighting by Time Zone (Obtain Tokunite) / (時間帯別電灯 (得トクナイト))
  - [http://www.yonden.co.jp/kouri/menu/koin/code\\_03.html](http://www.yonden.co.jp/kouri/menu/koin/code_03.html)
- Chugoku: Family Time Plan I / ファミリータイム [プランI]
  - <http://www.energia-support.com/pricemenu/kizon.html#kizon03>
- Tokyo: Good Electronics / 電化上手
  - <http://www.tepco.co.jp/ep/private/plan2/old03.html>
- Chuden: E Life Plan / [電灯契約] Eライフプラン (3時間帯別電灯)
  - [http://www.chuden.co.jp/home/home\\_menu/home\\_futai/hba\\_elife/index.html?cid=ul\\_me](http://www.chuden.co.jp/home/home_menu/home_futai/hba_elife/index.html?cid=ul_me)
- Kyushu: Electric Light by Season / 季時別電灯
  - [http://www.kyuden.co.jp/user\\_menu\\_plan\\_kisetubetu.html](http://www.kyuden.co.jp/user_menu_plan_kisetubetu.html)
- Kansai: Happy Time / はぴえタイム
  - <http://kepco.jp/ryokin/menu/hapie>

Standard Variable Plan: The Company's Standard Variable Plan is a variable rate contract where the customer's price of electricity may vary from month-to-month without guaranteed savings.

## 15. Charges.

1. Details of charges are in the Electricity Plan Information Sheets which are incorporated by reference into the Terms.

2. The electricity supply formula, supply voltage and frequency, and other supply details are set out in the Electricity Plan Information Sheets. TDU charges may be reviewed at:

[http://www.yonden.co.jp/kouri/menu/koin/code\\_04.html](http://www.yonden.co.jp/kouri/menu/koin/code_04.html)  
<http://www.yonden.co.jp/kouri/menu/koin/012.html>

## 3. Explicit Exemptions for Exact Charge Comparison

- When determining the value for contracted capacity as a deregulated energy retailer, it is determined by the pre-switching contract decision method.
  - If pre-switching contract decision method is Main Breaker, then customer will be billed for the same capacity as communicated by the EPCO for the first month. If customer wishes to change this capacity, they must notify Ambit and the request will be approved as long as requested capacity is equal to or greater than actual peak demand capacity on file. In such case where the new capacity is greater than the current capacity, the customer may need to initiate required construction and purchase of a new breaker. In this situation the customer is responsible for all costs associated with the replacement of a Main Breaker. On the 13th month of usage data, the customer's contracted capacity will be set to the actual peak demand over the previous 12 months.
  - If pre-switching contract decision method is Load Facility type or Actual Usage, then a rolling forward 12 month peak demand capacity approach will apply.
    - At the time of the first billing cycle, if Ambit has received the actual peak demand from the EPCO, that value will be used as the peak demand until a higher value is communicated by the EPCO. If a new peak is not realized for the next 11 months, the charge will remain the same. On the 13<sup>th</sup> month of usage and actual peak demand capacity data, a new contract capacity will be set, using the highest value from the past 12 months.
    - If Ambit does not have the actual peak demand value at the time of the first billing period, an estimated capacity charge for 1kw will be billed. Then, on the subsequent invoice, a base charge adjustment will be applied to reconcile the estimated charge and the actual charge.
- Power Factor Loss for Low Voltage Power customers cannot be calculated or determined by Ambit and are not part of the GSP savings calculation claims because this determination is equipment based and not supply based and therefore is out of the scope for an REB such as Ambit to accurately determine.



#### 4. Business Expenses

(1) Correspondence regarding a customer's submitted application for contract, status of switching, scheduled date of switching, etc., generally will be sent via email (free of charge) to customers. Provided, however, that customers who are not able to use email will be informed by mail. In such case, the customer shall pay a handling charge of JPY 108 (including consumption tax), which will be included on the first bill for electricity charges.

(2) The amount of electricity used and the billed amount for each month are available to each customer through the customer's online account, your MyAmbit Account ("MAA"), in principle. Provided, however, that a meter reading and bill may be issued and delivered to customers who are not able to use the internet or request that their bill be delivered by postal mail. In such case, the customer shall pay a handling charge of JPY 108 per month (including consumption tax) together with the payment of electricity charges of each month.

### IV – CALCULATION AND PAYMENT OF CHARGES

#### 16. Timing of the Application of Charges

Charges will be applied from the Supply Commencement Date unless an application to postpone is made after the conclusion of the electricity retail supply contract or the supply of electricity cannot be started due to any cause not attributable to the customer.

#### 17. Meter Inspection Day

Meter inspection day shall be the day on which the TDU checks or is considered to have checked the meter.

#### 18. Calculation Period of Charges

(1) The calculation period of the charges shall be the period between the meter inspection day of the previous month and the day before the meter inspection day of the current month ("Inspection Period"). Provided, however, that in case of a calculation period in which the electricity supply starts or an electricity retail supply contract terminates, the calculation period will be the period between such starting day and the day before the following inspection day, or between the immediately prior meter inspection day and the day before the date of termination.

(2) Notwithstanding paragraph (1), if the TDU measures via recording type meter and notifies the customer in advance of the day on which the value of an electrical power meter is recorded in a recording type meter ("Meter Day"), the calculation period shall be the period between the Meter Day of the previous month and the day before the Meter Day of the

[instant] month. Provided, however, that when the Company starts supplying the electricity supply or an electricity retail supply contract terminates, the applicable calculation period will be the period between such starting day and the day before the following Meter Day, or between the immediately prior Meter Day and the day before the date of termination.

(3) Charges will be calculated by applying the rate that corresponds to the type of contract to the customer's electricity retail supply contract with the Company.

#### 19. Measurement of Electricity Use

The TDU shall communicate the electricity use to the Company each month (in the case of a termination of an electricity retail supply contract, the TDU shall notify such result as of the termination date to the Company), and the Company will inform the customer of such result in the month following the month that includes the relevant meter inspection day.

(1) The amount of electricity use will be measured by a meter installed by the TDU.

(2) If the amount of electricity use cannot be measured accurately due to meter failure, etc., the amount of electricity use for the calculation period of charges shall be determined upon consultation between the customer and the Company based on the consultation standard provided in the Wheeling Contract Terms.

#### 20. Calculation of Charges

(1) The charges will be calculated using one month as the calculation period except in the following cases:

(i) When the electricity supply is started or is terminated; and

(ii) A rate is revised due to changes in type of contract, Contracted Current, Contracted Capacity, Contracted Power, etc.

(2) In case of (1)(i) or (1)(ii) above, the charge will be calculated as follows:

(i) The basic charge will be calculated on a per diem basis based on the number of days in each rate period, as follows:

basic charge x number of days applicable for calculation ÷ 30 days

(ii) The usage charge will be calculated based on the amount of electricity usage in each rate period subject to per diem calculation on a tiered basis.

(iii) The Renewable Energy Power Promotion Surcharge will be calculated based on the amount of electricity usage in each rate period subject to per diem calculation on a tiered basis.

(3) In case of per diem calculation pursuant to paragraph (1)(i) above, the number of days subject to the per diem calculation shall include the starting day and any day on which there is a resumption of services but shall exclude any day on which there is a cessation of services or a termination day. In case of a per diem calculation pursuant to paragraph (1)(ii) above, the revised rate shall apply to the date on which the rate is revised.

**21. Obligation to Pay Charges and Payment Date**

(1) Charges become payable by a customer on a meter inspection day. Provided, however, that in case of paragraph (2) of Clause 19 (Measurement of Electricity Use) of the Terms, such due date shall be the day on which the amount of electricity use for the calculation period of charges is determined by a consultation between the parties. In the case where the electricity retail supply contract is terminated, such due date shall be the date of the termination.

(2) The Company will make available for

customers for inspection the amount of charges and other billed amounts on the website created by the Company.

(3) A customer shall pay their charges based on the below Payment Dates. Provided, however, that if any Payment Date is on a Sunday or another day designated by the cabinet order under Article 15.1 of the Banking Act (collectively, "Holiday"), customer shall pay the charges by the next business day.

**For customers whose TDU is The Hokkaido Electric Power Company, The Kansai Electric Power Company, Incorporated, Chubu Electric Power Company, Incorporated, TEPCO Power Grid, Incorporated, The Chugoku Electric Power Company, Incorporated, Shikoku Electric Power Company, Incorporated, and Hokuriku Electric Power Company.**

<b>Schedule Number, Area Code, or Standard Meter Read Date</b>	<b>Invoice Due date</b>
1 – 6	6th of the following month
7 – 14	12th of the following month
15 – 20	20th of the following month
21 – 30	26th of the following month

**For customers whose TDU is Tohoku Electric Power Company, Incorporated:**

<b>Meter Read Number</b>	<b>Invoice Due date</b>
1 – 4	6th of the following month
5 – 9	12th of the following month
10 – 13	20th of the following month
14 – 17	26th of the following month

**For customers whose TND is Kyushu Electric Power Company, Incorporated:**

<b>Calculation Zone</b>	<b>Invoice Due date</b>
1 – 6	6th of the following month
7 – 11	12th of the following month
12 – 17	20th of the following month
18 – 21	26th of the following month

## 22. Payment Method of Charges and Paperless Billing

(1) A customer's electricity charges will be payable monthly, and construction expense charges will be payable upon occurrence, through a financial institution or payment processor designated by the Company. Any third-party fees shall be borne by the customer.

(2) Payment will be considered "made" when remitted to the financial institution or payment processor designated by the Company or transferred from the bank account designated by the customer and is confirmed by the Company.

Payment of charges shall be in accordance with one of the following:

(i) A credit card company designated by the Company, pursuant to a contract with the customer that pays charges to the Company for the customer every month, through a Company-designated financial institution. It should be noted that to pay in this way, the customer is required to apply to the Company in advance with the form designated by the Company. If the customer enrolls in the Company's Automatic Payment program, the customer agrees that the transactions may be initiated up to three (3) business days prior to the due date of the customer's most recent invoice. Customers should review the Automatic Payment Terms and Conditions in the Customer Payment Terms and Conditions for additional details.

(ii) If the customer would like to pay by transferring funds every month from a bank account designated by the customer to a bank account designated by the Company, the customer is required to apply to the Company for such method in advance with the form designated by the Company. If the customer enrolls in the Company's Automatic Payment program, the customer agrees that transactions will be initiated at least six (6) business days prior to the due date of the customer's most recent invoice. Customers should review the Automatic Payment Terms and Conditions in the Customer Payment Terms and Conditions for additional details.

(iii) If the customer would like to pay charges using an alternative payment process made available by the Company, the customer is required to apply for such method in advance with the form designated by the Company to obtain approval from the Company.

(iv) Please see the full Customer Payment Terms and Conditions available at: <https://www.ambitenergy.co.jp/epco/yonden/paymenttos/en>

(3) Regarding the customer's payment pursuant to sub- paragraphs (2)(i), (ii) or (iii) above, the payment will be considered "made" when:

(i) the charges are remitted to the financial institution or other payment processor designated by the Company in case of payment under sub-paragraph (2)

## (4) Paperless Billing

(i) Enrollment in the Company's electronic Paperless Billing program requires the customer's consent for the Company to send important information electronically. Upon enrollment, the customer may receive a paper statement for one or more billing cycles through the mail at their contact address. Thereafter, the customer must access their invoice through the customer's online account, MAA (<https://my.ambitenergy.jp>). The customer will receive a monthly notification at the e-mail address provided upon enrollment that their invoice is available. The customer must provide and keep their e-mail address current with the Company. If any electronic communication (collectively, "electronic communication"), including paperless billing statements are returned to the Company as undeliverable, the customer remains responsible for ensuring timely payment. Paperless bills and all other communications are always available through the customer's online account at <https://my.ambitenergy.jp>. Should the customer's e-mail be deemed undeliverable by the Company, the Company will attempt to contact the customer by phone or other means determined by the Company.

(ii) Per the Terms, the customer acknowledges and agrees that the Company may provide customers with all disclosures, notices and other communications (collectively, "communication") regarding their account in electronic form. This communication includes, but is not limited to, monthly billing statements; disconnect notices, payment reminder notices and changes in terms and conditions notifications.

The customer may withdraw consent to receive electronic communications or update their e-mail address by one of the following methods: through the customer's online account, MAA: Log in at <https://my.ambitenergy.jp>. Go to the "Billing and Payments" section, then the "Paperless Billing" subsection and click the "Enrolled" selection to change back to paper billing and postal mail communication. Go to the "Profile" section to edit the email address. By Phone: The customer can call the Company at 0120-907-830 to withdraw consent to paperless billing and electronic communication. To ensure that the Company's monthly billing statements and other electronic communication are not treated as junk mail by the customer's e-mail account provider, please add the following address to your e-mail address book: [donotreply@ambitenergy.co.jp](mailto:donotreply@ambitenergy.co.jp).

## 23. Late Payment Charge

(1) If the charges are not paid by the due date:

(i) Customer must remit funds to a financial institution designated by the Company, and any third-party remittance fees shall be borne by the customer.

(ii) The customer shall pay a late payment charge to the Company based on the number of days from the day following the payment due date until the date of the payment. Provided, however, the Company will not require a late payment charge if the customer pays within ten (10) days following



the due date.

(2) The late payment charge will be based on the total charges past due minus the Consumption Tax Amount. The unit of the Consumption Tax Amount is one (1) yen, and any fraction below one (1) yen shall be rounded down.

(3) The late payment charge shall be calculated by multiplying the number of days' payment is late by .03 percent per day (approximately 10 percent per annum) by the amount of the bill.

(4) The late payment charge shall be paid, in principle, together with the monthly payment of charges, in the next month after the customer pays the charges that are past due.

(5) Payments for any charges and late payment charges made to the Company shall be allocated in the order that such charges become payable.

#### **24. Security Deposit**

(1) If the customer fails to pay charges by the due date, as a condition to continue the electricity supply the Company may request the customer to provide a security deposit of up to an amount equivalent to three months expected monthly supply charges. In addition, the Company may request the customer to pay an additional deposit if the customer's payment history or financial status changes.

(2) The period for the Company to hold the security deposit shall last for the term of the contract.

(3) The Company may allocate the security deposit to any amount for which the customer is past due, and in the case where the electricity retail supply contract terminates, to any amount that remains unpaid.

(4) The Company will return the security deposit(s) to the customer prior to the expiration of the deposit period in cases where the electricity retail supply agreement terminates. Provided, however, that if the security deposit has been allocated pursuant to paragraph (3) above, only the remaining amount of the security deposit will be returned.

### **V – USE AND SUPPLY**

#### **25. On-site Works at Demand Location**

The Company and the TDU may enter the land or building of the customer with approval from the customer for operational reasons. In such case, the customer shall approve, so long as there is no reasonable justification to refuse access to the land or building of the customer and performance of such duties. Identification will be provided if requested by the customer.

#### **26. Cooperation by Customers in the Use of Electricity**

(1) Due to the reasons set forth below, if the customer's use of electricity disturbs or is likely to interfere with the use of electricity by other

customers, or causes trouble in the electric structure of the Company or electric utilities, the supply facilities will be modified or a dedicated supply facility will be installed, at the customer's cost, to ensure proper use of electricity.

(i) serious lack of equilibrium of load among phases depending on the characteristics of the load

(ii) severe fluctuation of voltage or frequency depending on the characteristics of the load

(iii) significant strain to the waveform depending on the characteristics of the load

(iv) significant high-frequencies or harmonics are generated

(v) other causes equivalent to subparagraph (i), (ii), (iii) or (iv)

(2) If the customer uses a power generator that is electrically connected to the supply facilities of the TDU, paragraph (1) above shall apply.

(3) The customer shall secure necessary land for construction and maintenance of the facilities owned by the Company or the TDU.

#### **27. Cessation of Supply**

(1) The Company may request the TDU to stop the supply of electricity to the customer if any of the following is applicable to the customer:

(i) an urgent security risk caused by reasons attributable to the customer

(ii) the meter or electrical facilities in the customers' demand location are damaged deliberately or lost, causing serious damage to the Company's or TDU's facilities.

(2) The Company may request the TDU to stop the supply of electricity to the customer if any of the following is applicable to the customer, and the customer does not correct the issue despite a warning to that effect by the Company.

(i) A security risk by reasons attributable to the customer

(ii) Unauthorized use of electricity by modifying electrical facilities

(iii) An Electric Light or Small Device is used in the case of a Low Voltage power contract

#### **28. Release of Cessation of Supply**

If the electricity supply has been stopped pursuant to Clause 27 (Cessation of Supply), but the customer resolves the issue that caused the Company to cease the supply of electricity to the customer, the Company will promptly request the TDU to resume the supply of electricity.

### 29. Charges during Cessation of Supply

If electricity supply has been stopped pursuant to Clause 27 (Cessation of Supply) of the Terms, the Company will calculate the charges on per diem basis for the suspension period by the amount equivalent to half of the basic charge pursuant to Clause 20 (Calculation of Charges) for the number of days of such period.

### 30. Meter Tampering Penalty

- (1) If customers avoid any payment of all or part of charges in case of either of Clauses 27(2)(ii) or (iii), the customer shall pay an amount equal to the amount three times that of such avoided charges as a penalty.
- (2) The "amount of avoided charges" as mentioned in paragraph (1) shall be equal to the difference between the amount calculated based on supply conditions set forth in the Terms, and the amount calculated including the basis of an unauthorized use.
- (3) If the period of unauthorized use cannot be verified, the Company may reasonably determine the period of time of such period within six months.

### 31. Suspension of Supply, Limitation or Discontinuance of Use

- (1) The Company may suspend the electricity supply during certain hours, or limit or discontinue a customer's use of electricity in any of the following cases:
  - (i) It is unavoidable in order to supply electricity;
  - (ii) Failure of supply facilities maintained or operated by the TDU occurs or is likely to occur;
  - (iii) Unavoidable due to the inspection, maintenance, altering or other works as to supply facilities maintained or operated by the TDU;
  - (iv) In the case of emergency accident; or
  - (v) Other necessary cases for safety purposes.
- (2) In the case of paragraph (1) above, the Company will notify the customer in advance to that effect by advertising or other methods. Provided, however, that in case of emergency, the Company will not be required to provide such notice in advance.
- (3) In the case of paragraph (1) above, the Company will not reduce the charges.

### 32. Limitation of Liability

- (1) In the case where electricity cannot be supplied on the Supply Commence Date predetermined by the Company, the Company will not be responsible for the indemnification of damages suffered by customers.
- (2) In the case where electricity supply is suspended or use of electricity is limited or discontinued pursuant to Clause 31 (Suspension of Supply, Limitation or Discontinuance of Use) and it is not attributable to the Company, the Company will not be responsible for the indemnification of damages suffered by customers.

(3) In the case where the electricity supply is stopped under Clause 27 (Cessation of Supply), or the electricity retail supply contract is cancelled or terminates under Clause 39 (Cancellation by Company), the Company is not responsible for the indemnification of damages suffered by customer.

(4) If there is leakage or another accident caused by any reason not attributable to the Company, the Company is not responsible for the indemnification of damages suffered by the customer.

(5) If the Company or customers suffer damages caused by weather, natural disasters, epidemics, war, riots, labor dispute or other force majeure, the Company or customer, respectively, are not responsible for the indemnification of such damage.

(6) The Company is not responsible for damage to the customer caused by reasons attributable to the TDU.

### 33. Indemnity for Equipment

In the case where the customer intentionally or negligently damages or loses any electrical structure, electrical device or other equipment of the Company or the TDU in the demand location, the customer shall compensate the Company for the following amount of money for such equipment:

- (1) repair cost, if repair is possible; or
- (2) the replacement cost.

## VI – AMENDMENT AND TERMINATION OF CONTRACT

### 34. Amendment of Electricity Retail Supply Contract

(1) If a customer wants to amend the electricity retail supply contract, the terms for a new contract under "Section II – Contract" shall apply using our approved form.

### 35. Change of Name

In the event that a new customer wants to succeed to all of the rights and obligations relating to electricity use of an existing customer with a valid electricity retail supply contract with the Company, as a general rule, the new customer shall perform the registration process designated by the Company.

### 36. Termination of Electricity Retail Supply Contract

(1) If a customer wishes to terminate its electricity retail supply contract with the Company, the customer must decide the termination date and shall notify the Company of the termination date of the contract. The Company shall generally follow the required process to terminate the supply of electricity on the termination date communicated to the Company by the customer.

(2) The electricity retail supply contract shall terminate on the date which the customer communicates to the Company except for the following cases and subject to Clause 39, "Cancellation by (the) Company" of the Terms.

- (i) If the Company receives notice of termination from the customer on a day after the termination date, the electricity retail supply contract will terminate on the day the Company receives notification from the customer.
- (ii) If the Company cannot take measures to terminate electricity supply due to any cause not attributable to the Company (except in the case of emergency circumstances), the electricity retail supply contract will terminate on the day on which such termination measures can be performed.

### **37. Penalty Fee for Termination of Electricity Retail Supply Contract**

(1) A penalty fee will not be assessed if the customer terminates service with the Company. To the extent any charges are incurred by the Company from the TDU as a result of the customer's early termination, the customer will be responsible for the payment of these costs.

### **38. Settlement of Charges and Construction Expenses for Termination or Amendment of Electricity Retail Supply Contract after the Start of Supply**

(1) After the Contracted Power, Contracted Current, and Contracted Capacity has been newly set or increased, if a customer terminates the electricity retail supply contract or changes the Contracted Power, Contracted Current or Contracted Capacity, the customer will be responsible to pay for any settlement fees the Company is required to pay by the TDU under the general terms of the wheeling service, except in the case of emergency circumstances.

(2) If the customer changes the Contracted Power, Contracted Current or Contracted Capacity, or terminates the electricity retail supply contract after the customer starts the use of electricity, the customer will be responsible for any settlement payment in the case where the Company is required by the TDU to pay a contracting cost under the general terms of wheeling service, except in the case of emergency circumstances.

### **39. Cancellation by Company**

The Company, in the following cases, may cancel an electricity retail supply contract. Provided, that, except in cases falling under paragraph (2) below, the Company will inform the customer of the cancellation at least 15 days prior to the cancellation.

- (1) If the customer fails to perform any of the following:
  - (i) pay electricity charges such that the past due balance exceeds ¥ 2,500 for more than 11 calendar days.
    - 1. On the 11<sup>th</sup> day (or the following business day) of holding an outstanding account balance of at

least ¥2,500, the Company will notify the TDU that the Company is canceling the contract due to the customer's late payment. The Company will also notify the customer via mail that the contract will end in no less than 15 days from the day the mail is printed. Contract termination may result in cessation of electricity supply depending on the policies of the TDU.

- 2. Payment will be due in full four (4) business days prior to the contract termination day. During this time, the Company may also attempt to contact the customer by phone.

- (ii) perform obligations under another agreement (including an agreement that has already expired) between the Company and the customer.

- (iii) perform any payment obligation other than payment of current electricity charges (e.g., overdue charges, construction expense charges, etc.) pursuant to the Terms.

- (2) It becomes evident that the customer has moved from the demand location and no longer takes electricity supply service from the Company without providing a notice under paragraph (1) of Clause 36 (Termination of Electricity Retail Supply Contract).

- (3) If one of the following is true regarding the customer, and the TDU suspends or is likely to suspend the supply of electricity:

- (i) a safety risk is caused by a reason attributable to the customer.

- (ii) the customer intentionally and materially damages or loses any electrical structures of the TDU within the demand location.

- (iii) the customer connects their electrical equipment with any supply facility of the TDU without permission from the TDU.

- (iv) the customer fraudulently uses a TDU electric line or uses electricity by altering the electrical structures

- (v) the customer rejects amending the contract despite their use of electricity through load equipment other than contracted load equipment.

- (vi) the customer uses electricity for Electric Lamps or a Small Device without contracting for it.

- (vii) the customer rejects on-site work by staff of the Company or the TDU without good reason when on-site work pursuant to Clause 25 – On-Site Works is performed at the demand location.

- (viii) the customer fails to take necessary measures under Clause 26 (Cooperation by Customers in the Use of Electricity).

(4) If one of the following occurs regarding the customer:

(i) provisional seizure, provisional disposition, a petition for compulsory execution or auction is filed.

(ii) petition to initiate bankruptcy, civil rehabilitation, special liquidation, corporate reorganization or other proceedings is filed.

(iii) suspension of payment.

(iv) customer receives a disposition to dishonor a bill or to suspend transactions with a clearinghouse.

(v) customer's financial status otherwise becomes worse or there is an increase in risk that the customer's financial status will worsen.

(vi) any matter the customer communicates to the Company turns out to be factually inaccurate.

(vii) customer breaches the Terms or general terms of wheeling services, applicable laws and ordinances, local laws, regulations, etc.

#### **40. Rights and Obligations after the Termination of Electricity Retail Supply Contract**

Charges or other receivables and payables, which have become due during the term of an electricity retail supply contract, will not be discharged by the termination of the electricity retail supply contract.

### **VII – CONSTRUCTION AND CONSTRUCTION EXPENSE CHARGES**

#### **41. Supply Point and Facilities**

The supply point of electricity, the point where electricity is supplied to the customer, shall be the supply point under the general terms of wheeling service.

#### **42. Installment of Meters, Etc.**

(1) The meters necessary to calculate charges are generally selected depending on the Contracted Power, etc. by the TDU, and such meters are owned and installed by the TDU at its own expense. Customers are requested to accept a brief power outage by the TDU for installment of the meter. Provided, however, that meters are owned by customers and installed at a customer's expense in the following cases:

(i) supplemental devices with meters are installed per such customer's request.

(ii) substantial cost is additionally required for secondary wiring, etc., for transformers.

(2) The customer shall pay the cost if the mounting position of meters, their supplemental devices or sorting devices is changed, or similar work is done per such customer's request.

#### **43. Installment of Current Limiters**

The current limiters, at the demand location are owned and installed by the TDU at its own expense. The mounting position of current limiters, etc., shall generally be located indoors, and space for mounting them shall be provided by the customer free of charge. The customer shall pay the cost if the mounting position of current limiters, is changed or if similar work is done per the customer's request.

#### **44. Construction Expense and Charges for Supply Facilities**

The customer shall pay the construction expenses if the Company is requested to pay such expenses by the TDU pursuant to the general terms of wheeling service for newly installed power distribution equipment, a special supply facility, or a change of supply facilities in cases where the customer begins using the supply of electricity or increases the amount of Contracted Power.

#### **45. Expense for Termination or Amendment of Electricity Retail Supply Contract before the Start of Supply**

The customer shall pay the expenses charged to the Company by the TDU in the case where the electricity retail supply contract is terminated or amended by reason of the customer after the installation of all or part of the supply facilities.

### **VIII – SAFETY**

#### **46. Cooperation of Customers for Termination**

The customer shall inform the Company and the registered investigation body of the TDU when such customer completes work to change the electrical structures.

#### **47. Cooperation of Customers for Safety**

(1) Customers shall inform the Company and the TDU of each of the following cases. In such case, the Company and the TDU will take necessary measures immediately.

(i) The customer recognizes any trouble or failure or likelihood thereof in the service lines, meters or other electrical structures of the Company or the TDU within the demand location.

(ii) The customer recognizes any trouble or failure or likelihood thereof in any electrical structure of the customer which could influence supply facilities of the Company or the TDU.

(2) Customers shall inform the Company of specifics in advance if the customer will install, change or repair anything (including power generators) which could have a direct effect on supply facilities of the TDU.

Customers shall also inform the Company of details if such modification will directly affect the supply facilities of the Company after the installation, change or repair. In those cases, the Company may request the customer to change such installation, change or repair if necessary for a safety purpose.

### **IX – OTHERS**

#### **48. Treatment of Amendment of the Consumption Tax Act**

If the Consumption Tax Act or Local Tax Act is amended, the Company will receive electric charges calculated in accordance with such amended Consumption Tax Act or Local Tax Act. In such case, the Consumption Tax Amount and its tax rate shall be compliant with the amended consumption tax law.

#### **49. Data Protection**

(1) Customer agrees in advance to provide consent to allow the Company to provide the customer's personal data indicated in the Company's Data Protection Policy to third parties. Data will be provided through means consistent with Japan's Act on the Protection of Personal Information and applicable guidelines.

(2) Customer may contact the Company to request that their personal data no longer be shared with third-parties. If Customer makes this request, their electricity services will be terminated in accordance with Clause 36.

(3) For more information on which customer information the Company provides to third parties and why, and how it protects the customer's personal information, please see the Company's Data Protection Policy at [http://ambitenergy.co.jp/docs/ProtectionPolicy\\_Japanese.pdf](http://ambitenergy.co.jp/docs/ProtectionPolicy_Japanese.pdf)

#### **50. Exclusion of Anti-Social Forces**

The customer represents that the customer (if the customer is an entity, then its representatives, officers or those who control their management in substance) does not correspond with and promises that they will not correspond with in future, anti-social forces such as crime syndicates, crime syndicate members, enterprises affiliated with crime syndicates, racketeers, groups engaging in criminal activities under the pretext of conducting social campaigns or political activities, or crime groups specialized in intellectual crimes. The customer also promises the following, and if the customer breaches one of the following promises, the Company may cancel the electricity retail supply contract with the customer without any prior notice. The Company shall not be liable to compensate the customer for damages due to the same.

(i) The customer has and shall have no socially criticized relationship with anti-social forces.

(ii) The customer shall not perform any violent action, fraud or communicate any threatening words to the Company or its officers and employees, nor injure the reputation or credit of the Company, nor interrupt the business operations of the Company themselves or through a third party.

#### **51. Jurisdiction**

The Osaka Summary Court or the Osaka District Court shall be the exclusive agreement jurisdictional court for the first instance for any dispute with customers in relation to the Terms.

#### **52. Effective Date of the Terms**

The Terms shall become effective on June 4, 2019.