

Summary of Material Terms and Conditions

This Summary of Material Terms and Conditions explains to customers in an easy-to-understand manner the details of the Electricity Supply Terms and Conditions between the customer and the Company in lieu of providing an explanation of the Supply Terms and Conditions and providing documents before completion of contract pursuant to Article 2-13(1) of the Electricity Business Act.

1. Application method

The customer will accept the Company's "Electricity Supply Terms and Conditions" and will apply therefor in accordance with the form approved by the Company.

2. Creation of Electricity Supply Contract and Contract Term

- (1) An Electricity Supply Contract will be created once the Company accepts an application therefor from a customer.
- (2) The contract term will be from the day the Electricity Supply Contract is created until the day the Electricity Supply Contract is terminated.

3. Commencement of Electricity Supply

The Company shall supply electricity from the commencement date, after completing the specified procedures. The commencement date in these circumstances will be as follows, and the Company shall notify the customer of the commencement date in writing.

- (1) If the electricity supply commences by replacing another retail electricity utility, the commencement date will, in principle, be the subsequent meter reading date after the specified procedures are complete.
- (2) If the electricity supply newly commences due to a reason, such as moving, the commencement date will, in principle, be the date requested by the customer. The commencement date, however, will be the date the electricity supply commences, if the electricity supply commences in the relevant consumption location under the circumstances of no contractual relationship existing with any retail electricity utility and an Electricity Supply Contract is later concluded with the Company.

4. Calculation method for charges, calculation period, meter reading date, and measurement date

- (1) Charges will be calculated based on the contract plan. The application conditions, electricity supply formula, supply voltage and frequency, supply electrical power, and other details of the electricity supply are specified in the contract plan. The charges will apply from the commencement date, in principle.
- (2) The calculation period for the charges is the period from the measuring date of the previous month until the day before the measuring date of the relevant month. If the electricity supply was commenced, however, the calculation period will be the period from the commencement date until the day before the measuring date immediately after the commencement date; furthermore, if the Electricity Supply Contract is terminated, the calculation period will be the period from the measuring date immediately preceding the termination until the day before the termination date.

5. Liability for construction costs

- (1) The Company will request from the customer the relevant construction costs and the fees necessary for their payment, if the Company is required to be liable for the construction costs pursuant to the transportation service provisions of power transmission providers. The Company will request from the customer the costs required pursuant to the transportation service provisions of power transmission providers as well as the fees required for their payment, after the installment of some or all of the facilities required for the electricity supply, if the Electricity Supply Contract is terminated due to the customer's circumstances, before the start of supplying electricity.
- (2) The meters and accompanying facilities (meter box and communication device to send out meter information) necessary for the electricity supply will be owned, in principle, by the transmission service provider, and will be installed by the transmission service provider at its own cost. The customer, however, will own accompanying equipment, such as transmission lines and construction for secondary lines, especially accompanying equipment requiring a high cost; in addition, the customer will install such accompanying equipment at its own cost.

6. Payment obligation of charges, payment methods, payment date of charges, and payment due date

- (1) The date when charges are subject to a payment obligation will be the invoice date for the charges. The date will be the termination date, however, if the Electricity Supply Contract is terminated. The payment due date will be 20 days after the day following the payment obligation date, in principle.
- (2) The Company will receive payment for monthly electricity supply charges through a financial institution specified by the Company, as well as for charges including construction costs and other charges as the occasion arises. The customer, however, will be liable for the bank processing fees, if the customer pays through a bank wire transfer.
- (3) The Company will request delay interest corresponding to the number of days for the period from the day following the payment due date until the payment date, if the customer does not pay the charges by the payment due date. Late payment interest shall be calculated as the amount of interest on the unpaid balance in question less the consumption

tax equivalent, not to exceed 14,6% annually. For the purpose of calculating the interest for the late payment, in the event that your contract amperage or kVA value is changed while in contract with XOOM, the invoice associated with the period during which the change occurred may be calculated using the value prior to the change. All invoices going forward will be calculated using the changed contract amperage or kVA value.

7. Modification or termination of Electricity Supply Contract

- (1) The customer shall submit an application to the Company in accordance with the form approved by the Company, if the customer wishes to modify the Electricity Supply Contract.
- (2) The customer should specify in advance the date it wishes to terminate its Electricity Utility Contract, and notify the Company by the method approved by the Company, if the customer intends to terminate its Electricity Utility Contract due to a reason, such as moving. The Electricity Utility Contract will be terminated on the requested termination date notified by the customer, in principle.
- (3) The Company shall terminate the Electricity Utility Contract with the customer, if the customer falls under the specified termination conditions set forth in the Electricity Supply Terms and Conditions.

8. Calculation of charges due to change or termination of Electricity Supply Contract after supply starts

- (1) The Company will request from the customer the calculated amount, if the Electricity Supply Contract is terminated or the customer intends to reduce its usage of contract capacity or contract electrical power after the customer starts using electricity, although less than one year has passed since the day the contract capacity or contract electrical power is newly set or increased, in the event the Company is required to calculate the charges by the transmission service provider pursuant to the transportation service provisions.
- (2) The Company will request the fees specified by the Company, if the Customer intends to terminate the Electricity Supply Contract.

9. Penalties

The amount equivalent to three times the entire exempted amount will be requested as a penalty from the customer, if the Customer fraudulently uses electricity by a modification to the electrical equipment, or the like, or uses electricity by a load system other than the contracted load system, and as a result thereof payment for all or part of the charges become exempt.

10. Cooperation with access to and safety of consumption location

The customer will grant access to the customer's consumption location pursuant to the Company's General Provisions of Electricity Supply Terms and Conditions and to the transportation service provisions set forth by general transmission service providers. Moreover, the customer might also perform necessary measures, at its own cost, for the safety pursuant to the same Electricity Supply Terms and Conditions and the same transmission service provisions.

11. Amendment to Electricity Supply Terms and Conditions

- (1) The Company might amend the Electricity Supply Terms and Conditions. The same provisions post-amendment will be made known to the customer by posting on the Company's homepage.
- (2) The customer accepts in advance that the explanation about the Supply Terms, the provision of documents before concluding an Electricity Supply Contract, and the provision of documents after concluding an Electricity Supply Contract will be disclosed via the internet or sent by electronic mail, or notified to the customer by another means the Company determines is appropriate.

12. Other conditions

- (1) When a customer is replacing its current contract with another retail electricity utility, it might be subject to payment of penalties or other disadvantages, and so, the customer needs to confirm the details of its current contract with the other retail electricity utility the customer entered into.
- (2) This Summary of Material Terms and Conditions, the General Provisions for Electricity Supply Terms and Conditions, and the "Handling of Personal Information" are posted on the Company's homepage.

13. Retail electricity utility and contact information Retail

Electricity Utility: XOOM Energy Japan GK
(Retail Electricity Utility Registration Number: A0365)
Koyo Building 6F, 1-10-17, Hamamatsucho, Minato-ku, Tokyo
105-0013

Contact information: Call center 0120-227-297 (toll-free number)
Business hours: weekdays – 9:00 – 20:00; Saturdays – 10:00-17:00
(excluding Sundays, national holidays, and year-end holidays)

This Summary of Material Terms and Conditions is effective from May 8, 2019.