

ELECTRICITY SUPPLY TERMS AND CONDITIONS

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by

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ELECTRICITY SUPPLY TERMS AND CONDITIONS

I. General Provisions

1. Application

We agree to supply low voltage electricity to you in accordance with the electricity supply terms and conditions set forth herein (the "Supply Terms").

2. Definition

In these Supply Terms, the following words and expressions shall have the meanings hereby assigned to them:

- (1) "Transmission Service Provider" means the transmission service provider defined under Article 2.1.9 of the Electricity Business Act which transmits electricity to your consumption location.
- (2) "Wheeling Contract Terms" means the wheeling contract adopted by the Transmission Service Provider.
- (3) "Low Voltage" means the standard voltage of 100 or 200 volts.
- (4) "Electric Light" means lighting equipment with incandescent bulb, fluorescent bulb or mercury lamp (including auxiliary equipment).
- (5) "Small Equipment" means Low Voltage electrical equipment, other than Electric Lights, used in single-phase mainly in residence, shops or offices, except equipment which disturbs or may disturb other customers' use of electrical light due to significant fluctuations in voltage.
- (6) "Motivity" means electrical equipment other than Electric Lights or Small Equipment.
- (7) "Contracted Load System" means the usable load system under the supply contract.
- (8) "Contract Current" means the maximum current (ampere) available under this supply contract, which is converted in simple-phase AC two-wire system with the standard voltage of 100 volt.
- (9) "Contract Capacity" means the maximum capacity (kilovolt-ampere) available under this supply contract.
- (10) "Contract Electrical Power" means the maximum electrical power (kilowatt) available under this supply contract.
- (11) "Explanation of Supply Conditions" means the explanation of charges and other supply conditions under Article 2-13 of the Electricity Business Act.
- (12) "Provision of Documents Before Completion of Contract" means the provision of documents containing charges and other supply conditions under Article 2-13 of the Electricity Business Act.
- (13) "Provision of Documents After Completion of Contract" means the provision of documents containing charges and other supply conditions under Article 2-14 of the Electricity Business Act.

3. Unit and Rounding of Fractions

In these Supply Terms, units and rounding of fractions when calculating charges shall be as follows:

- (1) Unit of capacity of each contract load system shall be 1W or 1VA and its fractions shall be rounded to the nearest whole number.
- (2) Unit of contract capacity shall be 1kVA and its fractions shall be rounded to the nearest whole number.
- (3) Unit of Contract Electrical Power shall be 1kW and its fractions shall be rounded to the nearest whole number.
- (4) Unit of consumed electrical energy shall be 1kWh and its fractions shall be rounded to the nearest whole number.
- (5) Unit of the total amount of charges and other calculation shall be 1 yen and its fractions shall be truncated to the nearest whole number.

4. Details of Enforcement

Details necessary for enforcement of the Supply Terms shall be decided by consultation between the customer and us in accordance with the intent of these Supply Terms.

5. Change of Supply Terms

- (1) We reserve the right to unilaterally amend the Supply Terms if the Wheeling Contract Terms are amended, if change in law or regulation requires the Supply Terms to be amended, or if we otherwise determine that such amendment is necessary. The amended Supply Terms shall apply to the provision of electricity hereunder from and after the date of such amendment. Amended Supply Terms shall be announced by publishing such terms on our website.
- (2) The customer agrees that, except where Article 5(3) applies, our obligation to provide an "Explanation of Supply Conditions and Provision of Documents Before Completion of Contract" and a "Provision of Documents After Completion of Contract" shall be limited to the following:
 - (a) in relation to "Explanation of Supply Conditions and Provision of Documents Before Completion of Contract" with respect to amendments to the Supply Terms, we shall explain and provide information only for the issues being amended and such explanation and information shall be provided via methods which we consider appropriate ("our chosen methods"), including by post, by publication on the internet or by email; and

- (b) in relation to "Provision of Documents After Completion of Contract" with respect to amendments to the Supply Terms, we shall provide our name and address, the contract date, the amended issues and the supply point identification number via methods which we consider appropriate.
- (3) If non-substantive amendments are made to the Supply Terms, including technical changes required by amendment or abolition of laws or regulations, the customer must accept, in relation to the "Explanation of Supply Conditions and Provision of Documents Before Completion of Contract" with respect to such amendments, that amended issues will be explained without provision of documents before or after completion of the amendments.

II. Application for Supply Contract

6. Application for Electricity Supply Contract

A customer may apply to enter into a new supply contract by submitting an application in our approved form, under which the customer approves the Supply Terms.

6.2 Deposit

- (1) In the case that one or more of the following conditions applies to a customer, we may request a deposit amount of no more than three months of the expected monthly electricity invoices in order to begin or to continue providing service.
 - (i) The customer does not pay by the due date
 - (ii) The customer starts a new account with us, or increases their contract power, and either of the following occurs: (a) the customer does not pay by the due date for existing supply accounts (including the one already terminated), (b) we expect the customer will not pay by the due date,
 - (iii) The customer satisfies other criteria set by us.
- (2) Estimated monthly charges are calculated based on the customer's load, operating conditions etc.
- (3) We can set the period for deposit at our discretion. If the customer is requested to establish a deposit based on below, we will set the deposit period again from that time.
- (4) We may apply the deposit to the customer payment amount in case the contract is terminated or when the customer does not pay the fee by the due date. We shall return the remaining amount. We may ask for another deposit according to (1).
- (5) We will not place interest on the deposit.

7. Creation of Contract and Contract Term

- (1) The supply contract shall come into force when we accept the application by a customer.
- (2) The contract term commences on the day on which the supply contract comes into force in accordance with Article 7(1) above and ends when it is terminated in accordance with its terms.

8. Consumption Location

The consumption location is determined in accordance with the Wheeling Contract Terms.

9. Unit of Supply Contract

In principle, we will enter into one supply contract per consumption location except in situations where we deem multiple supply contracts for 1 location or 1 contract for multiple location to be appropriate.

10. Commencement of Supply

- (1) After necessary procedures, we shall commence supply from a commencement date. The commencement date is determined as follows and shall be notified to the customer in writing:
 - (a) if the customer is switching from another supplier, it shall be the date of the first meter reading following completion of the procedures required for such supply; or
 - (b) if the customer requires new supply due to changing their residence, it shall be the date designated by the customer, provided that if the customer starts using electricity at the consumption location without any supply contract in place, the supply is deemed to have commenced from the date on which the customer commenced electricity use.
- (2) We reserve the right to not start supplying electricity from the designated commencement date due to causes attributable to the Transmission Service Providers or any other reasons.

11. Unit of Supply

The unit of electricity supply shall be determined in accordance with the Wheeling Contract Terms.

12. Limitation of Acceptance

We may reject the whole or any part of an application for a supply contract due to requirements of law, the availability of electricity for supply, circumstances relating to the supply facilities, your payment records and any other reason.

III. Charges

13. Charges

- (1) Details of charges are in the Electricity Charge Plans.
- (2) The application conditions, electricity supply formula, supply voltage and frequency, supply electrical power and other details are as set out in the Electricity Charge Plans.

IV. Calculation and Payment of Charges

14. Commencement Date of Application of Charges

Charges shall be applied from the date of commencement of electricity supply.

15. Meter Reading Date

The Transmission Service Provider will perform meter reading every month.

16. Periods for which Charges are Calculated

Charges shall be calculated on a monthly basis (with electricity usage on the measuring date for the preceding month included and electricity usage on the measuring date for the current month excluded). For the first period in the term, charges shall be calculated based on electricity usage from the commencement date to the day preceding the measuring date. For the last period of the contract term, the charges shall be calculated based on electricity usage from the preceding measuring date to the date of termination.

17. Measurement of Used Electrical Energy

- (1) Electricity usage shall be measured by the meter installed by the Transmission Service Provider. The results of such measurements shall be notified to the customer by our chosen methods.
- (2) If electricity usage is not measured properly due to meter malfunction, the electricity consumption for the relevant period of calculation shall be determined through consultation between the customer and us based on the consultation standard provided in the Wheeling Contract Terms.

18. Calculation of Charges

- (1) The period for calculating charges shall be one month, except in the following circumstances (even if charges for several periods of calculation become due at once, such charges shall be calculated based on each period of calculation):
 - (a) when the term of supply commences or is terminated; and
 - (b) if there is a change in the rate of charges due to changes in contract type, contract load system, contract capacity, contract electric power, supply voltage, etc.
- (2) Where either Article 18(1)(a) or (b) applies, the basic charge will be calculated based on the number of days as follows:
$$\text{basic charge} \times \text{number of days applicable for calculation} \div 30 \text{ days}$$
- (3) For the electric energy charges in Article 18(1)(a) or (b), the electricity consumption will be calculated based on the number of days on a tiered basis.
- (4) As for the Monthly Base Charge, 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.

19. Payment Obligation and Payment Date of Charges

- (1) Charges incurred hereunder shall be due for payment by the customer on invoice dates. Where this supply contract is terminated, the charges incurred up to the termination date shall become payable on the date of termination.
- (2) Electricity charges are due for payment 20 days from the date such charges become payable.
- (3) Electricity charges of less than 1,000yen may be added to and charged together with the following month's electricity charges.

20. Payment Methods

- (1) The Customer must pay any amounts due under a supply contract to the financial institution designated by us every month and construction allocation costs as they occur. Any bank or other administrative charges in connection with the making of the payment shall be borne by the customer.
- (2) Payment shall be made in the order of payment obligations.
- (3) We may assign our claim over the customer's payment under the supply contract. The customer shall consent to such assignment in advance.

21. Interest for Late Payment

- (1) If the customer fails to pay charges by the due date, interest and other administration fees elected by us will accrue on the overdue amount for the period from the date following the due date until the day on which payment is made, provided, however, in the following cases, we do not demand interest and other administration fees:
 - (a) if the customer makes payment by bank transfer and the payment is deducted from the customer's designated account after the due date due to our fault; or
- (2) 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. The consumption tax equivalent shall be calculated as follows:
$$\text{consumption tax equivalent included in the fee} \\ = \text{fee} \times \text{consumption tax rate} \div (1 + \text{consumption tax rate})$$
- (3) The interest for late payment must be paid the due date designated by us.

V. Usage and Supply

22. Appropriate Contract

If we consider the customer's supply contract type to be inappropriate based on the actual usage, we may require the contract to be changed to a more appropriate contract.

23. Entry to Consumption Location for Operational Purpose

We or the Transmission Service Provider may enter the customer's land or building with the customer's consent if we consider it necessary for operational reasons. In case we or the applicable Transmission Service Provider request that the customer provide consent to such entry, the customer must provide its consent unless there are legitimate reasons for refusal. Our personnel or the applicable Transmission Service Provider's personnel, as applicable, will display their identification to the customer if requested by the customer.

24. Customer's Cooperation for Electricity Usage

- (1) If the customer's use of electricity disturbs or potentially disturbs other customers' use of electricity, or hinders or potentially hinders our or the Transmission Service Providers' electrical equipment, due to the reasons set forth below, the customer must install at the customer's cost the necessary adjustment device or protective device at the consumption location or must change supply facilities or install at the customer's cost special supply facilities in order to address such problems.
 - (a) loads in each interphase are imbalanced due to the loads' features;
 - (b) voltage or frequency significantly fluctuates due to the loads' features;
 - (c) waves are significantly distorted due to the loads' features;
 - (d) significant high-frequency or high-harmonic wave happens; or
 - (e) other similar conditions.
- (2) If the customer connects their generation facility with the Transmission Service Providers' supply facilities, the provisions of Article 24(1) will apply.
- (3) The customer shall secure necessary land for construction and maintenance of the facilities owned by us or the Transmission Service Provider.

25. Suspension of Supply

- (1) The Transmission Service Providers may suspend the supply of electricity to the customer under the following circumstances:
 - (a) where suspension is required due to emergency or safety reasons attributable to the customer; or
 - (b) if the customer damages or loses electrical equipment in the consumption location and/or causes significant damages to the Transmission Service Provider.
- (2) If any of the following apply to the customer and the customer does not correct such action despite our or the Transmission Service Provider's warning, the Transmission Service Provider may suspend the supply of electricity to the customer:
 - (a) if the customer causes danger;
 - (b) if the customer illegally uses electricity by making adjustments to the electric equipment;
 - (c) if the customer uses a load system which is different from the contract load system; or
 - (d) if the customer does not take necessary actions under article 24 (Customer's Cooperation for Electricity Usage)

26. Release of Suspension

Where electricity supply is suspended under Article 25 (Suspension of Supply) but the customer subsequently corrects the cause of suspension, the supply of electricity will restart.

27. Charge during Suspension of Supply

If the supply of electricity is suspended under Article 25 (Suspension of Supply), we shall charge for the suspended period as part of the relevant calculation period for basic charges.

28. Penalty

If the customer does not incur charges for electricity consumption due to a suspension of electricity supply under Article 25(2)(a) or (b), we may require the customer to pay three times as much as the avoided amount as a penalty.

29. Limitation and Suspension of Usage

The Transmission Service Providers may limit or suspend the customer's usage of electricity under the following circumstances:

- (1) if the supply facilities operated and maintained by the Transmission Service Provider suffer damage or is likely to suffer damage;
- (2) in the case of inspection, repair, changes or other required actions on the supply facilities operated and maintained by the Transmission Service Provider;
- (3) if the Transmission Service Provider considers necessary for other electricity supply or for a safety reason; or
- (4) in the case of force majeure.

30. Damage due to Limitation and Suspension

We shall not be liable for any damage to the customers caused by a limitation or suspension of the customer's use of electricity under Article 29 (Limitation and Suspension of Usage) by the Transmission Service Provider.

31. Limitation of Liability

- (1) We shall not be liable for any damage suffered by the customer resulting from failure to supply electricity due to any reasons not attributable to us.
- (2) If electricity supply is suspended under Article 25 (Suspension of Supply) or if a supply contract is terminated under Article 37 (Termination of Electricity Supply Contract by Us), we shall not be liable for any resulting damage incurred by the customer.
- (3) We shall not be liable for any damage incurred by the customer caused by electricity leakage or any other accidents.
- (4) We shall not be liable for any damage suffered by the customer caused by force majeure, such as natural disaster, war or uprising.

32. Compensation for Facilities

If the customer intentionally or accidentally damages or loses our or the Transmission Service Providers' electrical equipment at the consumption location, the customer must pay compensation as follows:

- (a) if it is repairable: the repair costs
- (b) if it is lost or cannot be repaired: the sum of book value and replacement costs

VI. Modification or Termination of Contract

33. Modification of Electricity Supply Contract

If the customer wishes to amend the supply contract, the customer may apply to amend using our approved form.

34. Change of Name

If a new customer succeeds the existing customer's rights and obligations relating to the use of electricity due to inheritance or other reasons and wishes to continue the use of electricity, such new customer may apply to transfer the supply contract to their name using our approved form.

35. Termination of Electricity Supply Contract by Customer

If the customer intends to terminate the supply contract due to the customer's change of residences, the customer must decide the termination date and provide us notice thereof using our approved form. The applicable Transmission Service Provider and we will take necessary actions to terminate the electricity supply at the requested termination date. The supply contract will be terminated at the requested termination date unless terminated under Article 37 (Termination) or the following cases apply:

- (a) if we receive the customer's termination notice after the requested termination date, the supply contract will be terminated when we complete necessary actions after such notice; or
- (b) if we cannot take actions to terminate the supply for reasons not attributable to us (except in case of force majeure), the supply contract will be terminated when it becomes possible to take such actions.

36. Charge at Change or Termination of Contract before Supply

- (1) If the customer terminates the supply contract or reduces contract capacity or contract electric power within the first year after (i) commencement of electric use under a supply contract or (ii) customer's increase of the contract capacity or contract electric power, the customer shall be responsible for paying all charges and fees payable to the Transmission Service Providers under the Wheeling Contract Terms resulting from such termination or reduction.
- (2) If the customer terminates the supply contract, we may require the customer to pay certain fees in addition to the charges and fees set out in Article 36 (1).

37. Termination of Electricity Supply Contract by Us

We may terminate the supply contract on 15 days notice to the customer if any of the following circumstances apply to the customer:

- (1) the customer does not remove the reason which has caused the suspension of electricity by the due date decided by us;
- (2) the customer changes their residences without notifying us and we determine that electricity is not being used;
- (3) the customer fails to pay charges for electricity supply by the due date;
- (4) the customer fails to pay changes for electricity supply under other supply contracts (including those that are already terminated);
- (5) the customer fails to pay any other amount owed under the Supply Terms (including penalties, construction allocation costs or any other liabilities under the Supply Terms);
- (6) in case any information stated in the application form (including, but not limited to, the address) is incorrect;
- (7) in case we cannot contact the customer via normal procedures. When the service address and billing address are not the same, we may try to contact the customers at both addresses.
- (8) the customer becomes insolvent, including cases where the promissory note that the customer issued or accepted or the check that the customer issued are suspended from transaction with banks;
- (9) the customer files, or becomes subject to, a bankruptcy proceeding, rehabilitation proceeding, reorganization proceeding, special liquidation proceeding or other similar legal proceedings;
- (10) the customer becomes subject to a foreclosure sale as compulsory execution or repossession;
- (11) the customer is penalized for late payment of taxes; or
- (12) the customer breaches any provision of these Supply Terms.

38. Transfer of Rights and Obligation and Liability after Term

We shall be able to assign or transfer any contractual position, rights, and obligations based on contracts or other such documents between the customer and us to a third party. In case of doing so, we will inform about the third party by means we deem appropriate.

The customer cannot assign or transfer any contractual position, rights, and obligations based on contracts or other such documents between the customer and us to a third party unless approved by us in writing.

Liabilities arising during the supply contract term shall not be extinguished by termination of the supply contract.

39. Amendment of Consumption Tax Laws

Where any amendments occur to consumption tax laws, the electricity charges will be recalculated based on the amended law after the new law becomes effective. In this case, any prices inclusive of consumption tax shall be amended into the price including newly calculated consumption tax amount.

VII. Construction and Construction Allocation Cost

40. Construction Allocation for Supply Facilities

- (1) When the customer commences the use of electricity or increases contracted electric power, and as a result, installation of new electric distribution facilities or special supply facilities is required, or a customer chooses to change supply facilities, the customer must pay for the costs of such installation or changes demanded by the Transmission Service Providers under the Wheeling Contract Terms and for any administrative fees or other fees.
- (2) If the supply contract is terminated due to the customer's request after installation of whole or part of the facilities necessary for the supply of electricity, we will require the customer to pay the costs payable to the applicable Transmission Service Provider under the Wheeling Contract Terms and any required administration fees and other fees.

41. Installation of Meter

- (1) All meters and accompanying facilities (meter box and communication device to send out meter information) necessary for the supply of electricity shall be owned and installed by the applicable Transmission Service Provider at its own cost. However, if accompanying equipment is installed at the Contractor's request or if construction costs for the installation of secondary lines to transformers required to supply electricity to the customer are too high, such equipment or facilities shall be owned and installed by the customer at their cost.
- (2) Meters and accompanying facilities will be installed where it is convenient for measurement, tests, instalment and removal upon consultation between the customer and the applicable Transmission Service Provider.
- (3) The customer must provide the installation location for meters and accompanying facilities without compensation. The applicable Transmission Service Provider may use any facilities which the customer installs under Article 41(1) without charge.
- (4) If there are changes in the installation location for meters and accompanying facilities due to the customer's request, the customer must pay an amount equivalent to the actual cost calculated by the applicable Transmission Service Provider.

VIII. Safety

42. Customer's Cooperation for Investigation

If the customer makes any changes to electrical equipment, the customer must notify the applicable Transmission Service Provider or an investigation agency registered with METI upon completion of such construction.

43. Customer's Cooperation for Safety

- (1) The customer must notify us immediately if any of the circumstances below arise.
 - (a) if the customer finds an irregularity or defect in any service wires, a meter, or other equipment owned by us or the Transmission Service Providers within the consumption location, or suspects that abnormality or damage is likely to happen to them; or
 - (b) if the customer recognizes that an irregularity or defect on the customer's electrical equipment may affect our facilities or the Transmission Service Providers' facilities.
- (2) The customer must notify us if the customer installs, changes or repairs objects which may directly affect our or the Transmission Service Providers' electrical equipment such as meters. If they are installed, changed or repaired and are found to directly affect our supply facilities, the customer notifies us immediately. In this case, we may ask the customer to change details if necessary for safety.

IX. Exclusion of Anti-Social Forces

44. Exclusion of Anti-Social Forces

- (1) The customer represents and specifically covenants that both currently and in the future they are not a criminal organization, a member of a criminal organization, a member of a criminal organization within the past 5 years, a quasi-member of a criminal organization, a an organization affiliated with a criminal organization, a racketeer group (soukaiya), an organization engaging in criminal activities under the pretext of conducting social campaigns, a criminal organization specialized in intellectual crimes, etc., or another entity which corroborates with such (a "Criminal Organization"), or an entity with any of the following attributes:
 - (a) admitted to being controlled by a Criminal Organization;
 - (b) admitted to substantively contributing to the operations of a Criminal Organization;
 - (c) admitted to unjustly using a Criminal Organization for the purpose of one's own personal, one's own corporate, or a third party's illegal profit, or for the purpose of doing harm to a third party;
 - (d) admitted to contributing funds etc. or furnishing accommodations etc. to a Criminal Organization; or
 - (e) individuals which are executives or are substantively contributing to operations have been socially criticized as being a Criminal Organization.
- (2) The customer shall not alone or through the use of a third party commit any actions which fall within the following paragraphs:
 - (a) make a violence-based claim or request;
 - (b) make unjust claims made beyond what legal liability may have permitted;
 - (c) acts utilizing violence or threatening words or actions in relation to a transaction;
 - (d) acts of circulating rumours or using force or fraudulent means to defame the trust of another party, or to interfere with the operations of another party; and
 - (e) other acts which are comparable to those listed in the above paragraphs.
- (3) The supply contract may be terminated by us where it is proven that the customer is a member of a criminal organization or is applicable to paragraph 1 above or has conducted an act delineated in paragraph 2 above, or provided a falsified declaration in relation to the representations or specified covenants under Article 44.1.

X. Other

45. Customer's Compliance with Wheeling Contract Terms

The customer must comply with the provisions in the Wheeling Contract Terms relating to customers or users.

46. Governing Law

These Supply Terms are governed by and construed in accordance with the law of Japan.

47. Jurisdiction

The parties submit to the exclusive jurisdiction of the Tokyo District Court as the exclusive court of first instance in resolving any dispute that arises between them in relation to this supply contract.

48. Application of Terms and Conditions

These Supply Terms become effective on April 28, 2017.