

Terms of Service

Definitions:

'Electricity Retailer': means an electricity retailer licensed by the Government of Singapore's Energy Market Authority to retail electricity.

'Electricity Contract': means an agreement between you and an Electricity Retailer for the supply of electricity to your nominated Locations.

Bridging Electricity Contract: means an Electricity Contract whose term spans between a current Electricity Contract end date and your selected Portfolio Mandate start date.

Market Process: means a process of AECO approaching Electricity Retailers on your behalf seeking Offers from to enter into an Electricity Contract with you.

Offer: means to approach Electricity Retailers to provide quotations to supply Electricity contracts via a reverse auction process or tender process or via a request for quotation or some other process.

Electricity Data: means any data or information located within or related to, Electricity Contract, Electricity Retailer invoices, electricity usage information in relation to the customers consumption or proposed consumption of electricity.

Portfolio Mandate: means your instructions to us as your agent under the EasyDOC agency terms to select and enter into Electricity Contracts on your behalf. This includes but is not limited to start date time of year, and contract length.

Location: means a metered electricity supply point charged as part of your Electricity Contract.

REC: means a renewable energy certificate associated with 1 MWh of electricity produced, including the environmental attributes and the right to report and register the exclusive ownership of such environmental attributes, and is either created in accordance with International Renewable Energy Certificates Standard or issued in the Tradable Instruments for Global Renewables Registry.

1.0 Our Agreement with You

1.1 As a customer ('you', 'your') of AECO Energy Pte Ltd. (UEN 202041483K) ('AECO', 'we', 'our', 'us') these terms and conditions form the basis of our agreement ('Agreement') to provide Services to you. If you are not willing to agree to these terms of service, you cannot use our Services.

1.2 Our Agreement with you also includes any schedule to these terms and conditions and any application or other online form or screen which you accept, or you complete and provide to us ('Application Form(s)'). We may accept and rely on facsimile or scanned email copy of the original application form as if it were an original.

2.0 Services

We will supply you with the services, both now and in the future ('Service(s)'). Services may include services branded as 'MarketPRO', 'SustainPRO' and 'Portfolio'.

2.1 MarketPRO

If you use the MarketPRO Service:

- a) In the MarketPRO Service we provide you market price information on the estimate rates for electricity contracts if you had recently entered into an Electricity Contract ('Estimated Prices').
- b) Estimated Price availability is subject to other customers seeking Offers in which Estimated Prices may be derived. If this data is unavailable, we are unable to provide you Estimated Prices.
- c) In order to provide you Estimated Prices, we at our discretion may initiate a Market Process on your behalf. Any resulting Offers from this Market Process may be used to derive your and other customer's Estimated Prices. The resulting Offers from the market Process may not be presented to you for consideration at our discretion.
- d) The presentation of an Estimated Price to you as part of the Service does not guarantee that you will be able to realise those Estimated Prices on any subsequent Market Process or resulting Offer.
- e) We will approach at our discretion during Market Process Electricity Retailers seeking Offers. We are unable to guarantee that any Electricity Retailer will provide you Offers for Electricity Contracts or that we will approach all or any specific Electricity Retailer seeking Offers as part of a Market Process. We have discretion for the selection of Offers to present to you as a result of Market Process.
- f) As part of an Application form you may appoint us as your Agent under the terms of the EasyDoc Agency. In this form you may appoint us to execute your selected Electricity Contract with your selected Electricity

Retailer and according to your instructions contained on that Application Form.

2.2 Portfolio

A portfolio service is a management service where we manage and enter into Electricity Contracts on your behalf as your Agent. You provide us instructions in the form of a Portfolio Mandate on how to manage this service.

If you use the Portfolio Service:

- a) You appoint us as your Agent under the EasyDoc Agency terms to select and maintain Electricity Contracts for your nominated Locations and in accordance with your chosen Mandate.
- b) We may select and enter into multiple non-concurrent Electricity Retailer Contracts on your behalf in accordance with your Mandate.
- c) To remove any doubt, the Electricity Contracts entered into on your behalf as part of the Portfolio Service are not subject to these conditions, are independent and of which AECO is not a party. These contracts are between you and the Electricity Retailer. Termination of this Agreement does not terminate any contract Entered into on your behalf under the terms of the EasyDoc Agency.
- d) Within the bounds of the Mandate, it is our absolute discretion on how, when and with which Electricity Retailer we will enter into contracts on your behalf.
- e) The contracts we enter into as part of the Portfolio service will be on the Electricity Retailers standard terms and conditions.
- f) You must maintain a good credit standing with Electricity Retailers to continue to use the Portfolio service. Failure to maintain a good credit standing with Electricity Retailer is a breach of this Agreement.
- g) It is our discretion as to determine if you are maintaining a good credit standing with Electricity Retailers which will be done on a reasonable basis. We may consider such information as late payments, special repayment terms, special credit bond requirements or other commercial circumstances which may inform our credit assessment of you.
- h) If your current Electricity Contract terminates prior to your chosen Portfolio Mandate next start date, we will enter into a Bridging Electricity Contract on your behalf. The selection of this temporary contract may not be subject to the normal operations of the Portfolio Mandate Market Process.
- i) With respect to the operation of the EasyDoc Agency agreement in relation to the operation of the Portfolio service, your instructions are exclusively contained within the Portfolio Mandate of the Portfolio you select.
- j) Each Portfolio will contain a preferred start month and a preferred contract length.
- k) We have discretion on the selection of which Electricity Retailer to enter into contracts on your behalf subject to the Portfolio Mandate.
- l) If you provide instructions to use that are contrary to the Portfolio Mandate, we at our discretion may terminate your Portfolio service immediately.
- m) You have the sole discretion to choose which Portfolio Mandate is best suited to you. You have the sole liability for your decision of your choice of Portfolio Mandate.

2.3 SustainPRO

If you select the MarketPRO Service:

- a) You appoint us as your broker to arrange a purchase of REC from 3rd parties.

We will charge you a brokerage Fee. This forms part of the Subscription Fee, but may be a once off charge to arrange the purchase contract.

2.4 We periodically introduce new Services. For new or updated services, there might be additional terms. You will be notified of any new terms and conditions for those new services prior to your use of them. You will be notified if these new Services have additional Fees when you agree to use those new Services.

3.0 Charges, Subscriptions & Payment

3.1 Charges for services are in the form of a fee for a Subscription for a service plan or once off charges for specific services ('Fees').

3.2 When you create the Subscription, you become a Subscriber and are responsible to pay the Subscription for an associated Fee.

3.3 Payments for the Fee is to be by cheque, Electronic Funds Transfer (EFT), GIRO, credit card or other mechanism.

3.4 We may need to calculate your Fee depending on various information that you will need to provide depending on various factors which may be included in your Pricing Plan. You will provide all reasonable assistance to enable us to calculate the Fee, deliver Services and invoice you the Fee, including but not limited to (a) provision of existing Electricity Retailer contract information and your annual monthly Electricity Contract expenditure information in order to calculate the Fee ('Billing Information').

3.5 Payments for the Fee is to be by cheque, Electronic Funds Transfer (EFT), GIRO, credit card or other mechanism.

3.6 If you have previously terminated a Subscription in relation to a Location and wish to reinstate a Subscription for that location, you may have to pay a reinstatement fee in relation to the period of time that Location was not covered by the Service.

4.0 Trial subscriptions:

4.1 When you first sign up, you can opt for a free trial, based on the terms specified at the time. If you choose to continue using our services after the trial, you'll be billed when you add your billing details into our Services. If you choose not to continue using our Services following a trial, you may delete your account.

4.2 Your Subscription is based on a Pricing Plan for Services. These Pricing Plans may change from time to time and your Billing information may also change over time.

4.3 Your use of our Services generally requires you to pay the Fee based on your subscription type and your Billing Information. The Pricing Plan consists of the Service Selected, Subscription, Subscription Fees and other Fees we offered you, including invoicing, payment, auto-renewal and cancellation terms ('Pricing Plan'). The Pricing Plan includes information set out in the offer Application Form. We may update or amend the Pricing Plan from time to time. The terms of the Pricing Plan on the Application Form form part of these terms. As with any other changes to our terms, changes to the Pricing Plan won't apply retrospectively and, if we make changes and you're a Subscriber we will notify you.

4.4 In order to continue accessing our services, you need to make timely payments based on the Pricing Plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your Subscription until the payment is made.

5.0 Other Users

The Subscriber can invite other persons to use their Services as part of their Subscription ('Other User')

5.1 Whether you're a Subscriber or an Other User, we grant you the right to use our Services for as long as the Subscriber continues to pay for the Subscription, until the Subscription is terminated, or – if you're an Other User – until your access is revoked.

5.2 As a Subscriber, you take responsibility for fully controlling how your Subscription is managed and who can access it. E.g.:

- a) You can transfer a Subscription.
- b) You control access to a subscription, which Other Users have access to it, and what levels of access and authority those Other Users have. You can also terminate Other Users access to your Subscription.
- c) You're responsible for resolving any disputes with any Other Users over access to your Subscription.
- d) You're responsible for all your Other Users activity

6.0 Security

6.1 You promise that you'll keep your up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our Services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable.

6.2 While we've taken steps to help protect your data, no method of electronic storage is completely secure and we cannot guarantee absolute security. We will notify you if there appears to be unauthorised access to your account and we may also restrict access to certain parts of our Services until you verify that access was by an authorised user.

6.3 We have features to make your account more secure, such as multiple factor authentication. You are solely responsible for the use of these features and for keeping the alternative identification systems (such as email accounts, or hand phones) secure and save at all times and only accessible by you.

6.4 You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, or your hand phone, you need to let us know immediately. You also agree not to use free-form fields in any of AECO's systems or services to store personal data, (unless it's a field explicitly asking for personal data - like a first name or last name) credit card details, tax identifiers or bank account details.

7.0 System Availability and Data

7.1 We sometimes have to make the Services unavailable to you to use for maintenance and other reasons. Sometimes, we these can occur without notice or are unplanned. We will attempt to notify you if we are having planned downtime, but we can't guarantee it. You also may have occasional access issues and may experience data loss, so backing up your data is important.

7.2 The internet is not completely reliable. Occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.

7.3 Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services.

7.4 Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.

7.5 We frequently release new updates, modifications and enhancements to our Services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, on our blog, or within our services when you log in).

8.0 Further Conditions

8.1 We may use any feedback from you from your use of our Services without restriction.

8.2 You agree to use our Services only for lawful business purposes and in line with the instructions and guidance we provide.

8.3 Some of our Services may be subject to limits on the usage of the Service or features of that Service, such as a cap on the number of times you are able to issue an electricity tender or auction per month.

8.4 Occasionally we may offer a Service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these Services, you use them at your own risk.

8.5 You shall not do any of the following:

- Undermine the security or integrity of our computing systems or networks.
- Use our Services in any way that might impair functionality or interfere with other people's use.
- Access any system without permission.
- Introduce or upload anything to our services that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our Services.
- Resell, lease or provide our Services in any way not expressly permitted through our Services
- Repackage, resell, or sublicense any leads or data accessed through our Services.
- Commit fraud or other illegal acts through our Services.
- Act in a manner that is abusive or disrespectful to a AECO employee, partner, Electricity Retailer, Electricity Retailer employee or other AECO customer. We will not tolerate any abuse or bullying of our AECO employees in any situation and that includes interaction with our support teams.

9.0 GST

9.1 Unless expressly stated otherwise, the Fees payable for the Services under this Agreement are exclusive of GST. In addition to the Fees, you must pay the GST applicable to each supply the subject of those Fees under the relevant invoice.

10.0 Intellectual Property

10.1 We own everything we've put into our Services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our Services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

11.0 Information

11.1 You consent to allow us or our suppliers and Electricity Retailers to exchange your information and or details including Electricity Data.

11.2 You will authorise SP Power or your current Electricity Retailers to regularly provide electronically to us any relevant information including meter details, bills and invoices, electricity account information, Electricity Data, meter data and energy usage details in any format ("Energy Information"). You will take all reasonable steps in a timely manner to ensure that this authorisation is enacted.

11.3 You consent and grant an unrestricted perpetual licence of use for your Energy Information. You permit under this licence for the Energy Information to be retained and used by us in an unrestricted manner in perpetuity for the delivery of Services, distribution to third parties or for any other purpose.

11.4 When you use our Services, we may create anonymised statistical data from your data and usage of our Services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

11.5 Where we think there has been unauthorised access to personal data inside your Subscription, we'll let you know and give you information about what has happened. Depending on the nature of the unauthorised access, and the location of your affected contacts, you may be required to assess whether the unauthorised access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in your Subscription.

12.0 Limitation of Liability

12.1 To the full extent permitted by law including Singapore Law we will not be liable in any circumstances, however arising, to you or any person claiming through you in contract, tort, or otherwise (including negligence) for:

- a) Any economic loss or damage & in particular (without limitation), any loss of revenue, profits, data, actual or potential business opportunities, contracts or anticipated savings of profits; or
- b) Any indirect or consequential loss; or
- c) The acts of omissions of any supplier or any of our servants, officers, agents, contractors or subcontractors; or
- d) Our failure to continue to provide the Service to you for any reason whatsoever.
- e) You acknowledge that we do not guarantee continuous fault free provision of the service.

12.2 We will not be liable for any consequential, direct or special loss resulting from any fluctuation in energy prices, government regulated price, or any other alternative Electricity Contract price that may result from you being advised and contracted on rate higher than that may be otherwise be available.

13.0 Confidentiality

13.1 You will keep confidential and will not use or disclose without our written consent, all information supplied by us that is marked or by its nature confidential. This includes Application Forms and energy offers from Electricity Retailers.

13.2 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

14.0 Termination

14.1 The Agreement may not be terminated other than in accordance with the terms and conditions mentioned herein.

14.2 You can easily terminate your subscription with one month's written notice. We may terminate your subscription as well with the same notice. If you violate these terms, we may terminate your Subscription immediately.

14.3 Your Subscription continues for the period covered by the Subscription Fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the Subscription Fee in accordance with the Pricing Plan. You may choose to terminate your Subscription at any time by providing one month's written notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination.

14.4 AECO may choose to terminate your subscription at any time by providing you with one month's written notice in advance. AECO may also terminate or suspend your Subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay Subscription Fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction.

14.5 No refund is due to you if you terminate your subscription or AECO terminates it in accordance with these terms.

14.6 Once a subscription is terminated by you or us, it is archived, and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish.

15.0 Assignment

15.1 We may assign some or all of our rights and obligations under the Agreement without your consent provided that we ensure that the assignee agrees to be bound by all of our associated obligations under the Agreement.

16.0 EasyDoc Agency

16.1 As a customer of AECO you may appoint us as your act to act on your behalf under the authorities outlined herein ("EasyDoc Agent"). Services such as MarketPro and Portfolio can have a feature of where you authorise is as your Agent to execute a contract on your behalf with an Electricity Retailer for

electricity supply for a period of time. You authorise us as part of this service to act as your agent under this authority.

16.2 EasyDoc Agency Diligence

As your EasyDoc Agent we will follow your instructions, act in your interest and will use reasonable diligence, care and skill in carrying out your instructions.

16.3 EasyDoc Agency Authority:

You authorise us as your EasyDoc Agent to:

- a) Sign, authorise or execute electricity contact agreements, on your behalf as instructed by you. You can provide this instruction as part of an Application Form.
- b) Sign, authorise or execute any related agreement to establish or maintain Services as instructed by you.
- c) Provide notice of contract cancellation or termination to other parties including energy brokers, meter providers according to your terms of contracts on your behalf as instructed by you.

17.0 Additional Indemnity

17.1 You indemnify us for any loss or damage arising from any claim or action brought by any third party arising from the acts or omissions in connection with our acting as your EasyDoc Agent in accordance with this Agreement.

17.2 You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our Services or any third-party product (except as far as we're at fault).

18.0 Disclaimer of Warranties:

18.1 Our Services and all third-party products are made available to you on an "as is" basis. We disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

19.0 Limitation of liability:

19.1 Other than liability that we can't exclude or limit by law, our liability to you in connection with our Services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our Services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your Subscription or Fees in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

20.0 Default

20.1 If you or us believe that the other party to the Agreement has defaulted in their obligations in the Agreement then that party may issue a written notice to the other party which identifies the default and provides for a reasonable time to remedy the default ("Default").

21.0 Dispute

21.1 Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

22.0 Markets, Future Prices of Electricity and Contracts

22.1 We are unable to provide reliable forecasts of future electricity prices. Electricity operates in a commodities market, much like any commodity, such as wheat, oil, or coal. The future price of electricity is uncertain, and we are not able to provide reliable forecasts, guarantees or warranties over any future electricity price.

22.2 Any preceding or subsequent information communicated by any method, is not financial advice. AECO is not a provider of financial advice. Before making any decisions involving financial products or services, we recommend you obtain independent qualified professional advice about the suitability of the products or services to your particular situation.

22.3 The Electricity Retailer contracts we arrange for you, may contain a commission element which Electricity Retailers pay to us.

22.4 The electricity market upon which retailer contracts are based is a dynamic market with Electricity Retailer Contract prices constantly moving. We cannot guarantee any Electricity Contract prices will be the lowest cost available when we present to you, or even when you agree to a contract

brokered by us, or we enter into on your behalf, there may be other offers that are cheaper at some time in the future or the past or even at the time of execution of a Retailer Contract.

23.0 Warnings

23.1 All data, recommendations, and views expressed by AECO are not the views of affiliates, suppliers and Electricity Retailers. Any advice we provide is of a general nature only. Neither AECO, nor its affiliates, directors, officers, employees, agents, contractors, successors or retailers offers any warranty as to the accuracy or reliability of the information including: calculations, estimates, conclusions, recommendations contained in the information and, to the maximum extent permitted by law, AECO cannot be held responsible for any loss, damage, or price increases or price decreases in the market unforeseen or not covered with the terms of any contract entered into.

23.2 We do our best to control what we are able to control. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

23.3 In some places, there may be non-excludable warranties, guarantees or other rights provided by law (non-excludable guarantees). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable guarantee says otherwise).

23.4 You must not use our Services in violation of any export or trade embargo laws that apply to you.

23.5 The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

23.6 We may block your access, terminate your Subscription, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may take any of these actions without notice.

23.7 Relationship between the parties; assignment: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us but excluding the limited EasyDoc Agency, or between you and any other subscriber or invited user. You're solely responsible for resolving disputes between you and any other subscriber or Other User.

24.0 Changes to these terms:

24.1 We sometimes will decide to change these terms of use. Changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our Services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice.

25.0 Entire Agreement

25.1 The Agreement contains your and our entire understanding, to the exclusion of any and all prior or collateral agreement of understanding, relating to the Services provided whether oral or written. You acknowledge that you have not entered into the Agreement in reliance upon any statement made by us, other than as expressly contained in the Agreement.

25.2 If any part of the Agreement is found to be invalid or of no force or effect the Agreement shall be construed as though such part had not been inserted and the remainder of the Agreement shall retain its full force and effect.

25.3 To the extent that any Service specific term or condition conflicts with any other term or condition in the Agreement, the term or condition specific to the Service will apply.

25.4 In the Agreement, unless the context otherwise requires or permits:

- a) Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- b) References to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- c) References to months and years means calendar months and years;

- d) The use of headings are only for convenience and do not affect interpretation and any headings, underlining or marginal notes are only included for ease of reference;
- e) The terms "included", "including" and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus.
- f) Where anything is within our discretion we mean our sole discretion.

26.0 Notices

Any notice, demand, consent or other communication required to be given by either party must be delivered personally or sent by registered mail or by facsimile to the address of the other as last notified.

27.0 Governing Law

The Agreement shall be governed & construed in accordance with the law of Singapore and the parties hereby submitted to the jurisdiction of the Courts of that Country.

Effective 8 April 2021