



## AECO Energy Switch Brokerage Terms and Conditions of Service

### 1.0 Definitions

- 1.1 **"AECO, AECO Energy, We"** means AECO Services Inc. with Securities Exchange Commission Registration No. 20222110075282-02 and its affiliates.
- 1.2 **"Authorized Representative"** means any director, officer, employee, agent, and consultant of the Party duly authorized to enter into this Agreement.
- 1.3 **"Accepts an Offer, Accepts the Offer"** means when the Client enters into an Electricity Contract for all Site or any Site within one hundred and twenty (120) days of the Proposal Date from any Relevant Retailer.
- 1.4 **"Business Day"** means a day other than Saturday, Sunday, public holiday, and bank holiday in the place where the notice is sent.
- 1.5 **"Client, Customer, You"** means the client or customer identified in the Application Forms and its affiliates.
- 1.6 **"Confidential Information"** means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") whether orally or in writing, that is designated as confidential or can reasonably be understood as confidential given the nature of the information and circumstances of disclosure. Confidential information shall include, but not be limited to, Client's Data, the terms and conditions of this Agreement, as well as business and marketing plans, trade secrets, technology and technical information, product plans and designs, Client's details and information, and business processes disclosed by such party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 1.7 **"Disclosing Party"** means the Party disclosing Confidential Information to the Receiving Party.
- 1.8 **"Default Interest"** means two percent (2%) per month commencing from the due date of payment (with interest accruing daily until all monies owing are paid in full).
- 1.9 **"Energy Contract, Electricity Contract"** means an agreement between the Client and Energy Retailer for the supply of electricity to the nominated Site(s).
- 1.10 **"Energy Retailer, Electricity Retailer, RES, Retail Electricity Supplier"** means an electricity retailer licensed by the Energy Regulatory Commission ("ERC") to retail electricity in the Philippines.
- 1.11 **"Energy"** means gas, electricity, and other sources of Energy either conventional or non-conventional.
- 1.12 **"Exclusive Energy Broker"** means an intermediary who has been granted exclusive rights or authority by the Client to handle its energy procurement needs.
- 1.13 **"Force Majeure"** means any event which is beyond the control of or unforeseen by the parties or which, though foreseen, is inevitable, including fire, virus, epidemic, travel advisories as

to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule or order, strikes, or other labor issues.

- 1.14 **"Gas"** means any gaseous fuel and does not mean gasoline.
- 1.15 **"Initial Term End Date"** means any Appointment Date plus the term as outlined on the Application Form.
- 1.16 **"Offer"** means an offer for electricity supply by an Electricity Retailer for one or more of the Sites.
- 1.17 **"Parties"** means AECO and Client collectively.
- 1.18 **"Party"** means either AECO or Client individually.
- 1.19 **"Proposal"** means any and all information presented to the Client as an output of the Procurement Process, including but not limited to information about Retailers, offers from Retailers, the structure and type of those offers, and energy market information.
- 1.20 **"Proposal Date"** means the date on which AECO sent the Energy Acquisition Summary to the customer.
- 1.21 **"Procurement Process"** means the process of being the exclusive energy broker by the Client with authority to obtain the Client's Energy Information and other relevant Energy Information. It includes analyzing the Client's Energy Information, conducting a market process of gathering Offers from Electricity Retailers through any process including tender, auction, or request for quotation process, and then analyzing offers, making recommendations on Offers, and presenting the Proposal to the Client and the Client considering in a timely manner whilst the Proposal Offers remain valid.
- 1.22 **"Receiving Party"** means the Party receiving Confidential Information from the Disclosing Party.
- 1.23 **"Relevant Retailer"** means an Electricity Retailer who participated in the Procurement Process.
- 1.24 **"Site(s)"** means a metered Energy supply point charged as part of an Energy supply arrangement in relation to consumption of the Client that is nominated by the Client and is a relevant subject for Services.
- 1.25 **"Term"** means the term of the Agreement as defined in clause 6.

### 2.0 Agreement

- 2.1 The Services shall be governed by AECO Energy Switch Brokerage Terms and Conditions of Service unless the parties enter into a separate agreement with the intention that it will govern the Services.
- 2.2 This agreement is between the Client and AECO.
- 2.3 The AECO Energy Switch Proposal ("Proposal"), AECO Energy Switch Application Forms ("Application Form"), AECO Energy Switch Energy Acquisition Plan Form ("EAP"), and the AECO Energy Switch Interval Meter Data Authorization, and any other attached forms together ("Application Forms") become part of the Agreement. In the event of conflict or variance in the Application Form and the AECO Energy Switch Brokerage Terms and Conditions of Service, the former shall prevail.

### 3.0 Service Description

- 3.1 We will supply you with the services detailed in the Application Forms ("Service/s"), which may include electricity contract procurement and brokerage.
- 3.2 We have the right to vary the Services from time to time. Should a variance exist between the description and definition of Services as listed on any services guide and our website then the website description of Services shall prevail.
- 3.3 The Parties agree that:
  - a) The Client appoints AECO as its Exclusive Energy Broker agent for a period not less than six (6) months subject to AECO Energy's Electricity Broker Appointment and authorizes AECO to gather data, analyze, and conduct a

procurement process for offers for a potential Electricity Contact.

- b) AECO will gather Client requirements, Energy Information, and conduct an analysis suitable for a procurement process.
- c) AECO will conduct a procurement process on behalf of the Client seeking offers for new electricity contracts suitable for the customer, analyzing the output of the procurement process, and presenting this analysis to the client. ("Procurement Offers").
- d) Client will review these Procurement Offers to determine which offer may be best suitable for their circumstances.
- e) Client then may Accept an Offer from the Procurement Offers.
- f) AECO will then process the due diligence to execute the switch, communicate it to relevant parties promptly, and make associated arrangements.

#### 4.0 Brokerage Exclusivity

4.1 The Client appoints AECO as its Exclusive Energy Broker for the same term of the agreement between the customer and AECO unless defined otherwise in the Application Form ("Exclusive Period").

4.2 During the Exclusive Period:

- a) The Client shall exclusively deal with AECO to obtain quotations for the supply of Electricity Contracts from Electricity Retailers.
- b) The Client shall not seek offers or invitations from Electricity Retailers.
- c) The Client shall immediately direct any inquiries for potential supply to itself from Electricity Retailers to AECO.
- d) The Client shall immediately forward any Offers of Electricity Contacts from Electricity Retailers to AECO.

4.3 Unless stated otherwise on the Application Form, the Exclusive Period will be extended:

- a) Once a Proposal is issued to the customer, the Exclusivity will be extended to one hundred twenty (120) days from the latest offer validity.
- b) The Client accepts an Offer and avails the monthly payment plan. The Term End Date shall be extended up to the End Date of the accepted Retail Supply Contract.

#### 5.0 Term

5.1 The term of the agreement shall start on the date of appointment as outlined in the Application Forms and shall be valid for six (6) months or up to one hundred twenty (120) days from the latest offer validity, whichever is later.

5.2 The Term of the Agreement will be extended if:

- a) A Proposal is issued to the customer:  
The Term End Date shall be extended up to one hundred twenty (120) days from the latest offer validity.
- b) The Client Accepts an Offer and avails the monthly payment plan:  
The Term End Date shall be extended up to the End Date of the accepted Retail Supply Contract.

5.3 Any extension of the Term of the Agreement for any other purpose/reason not stated shall automatically extend the period of brokerage exclusivity.

#### 6.0 Procurement Process Integrity

6.1 The Client agrees that in order to induce competition and obtain the best Offers for the Client, AECO must be the sole contact point for the Client to procure electricity contract offers.

6.2 The Client acknowledges, that if they interfere with the integrity of the Procurement Process by accepting or soliciting Offers or invitations to treat with or without the knowledge of AECO then the outcome of the Procurement Process will not yield the best result. The Client bears all responsibility for the outcome of the Procurement Process.

6.3 The Client agrees:

- a) Not to solicit or receive Offers outside of AECO's Procurement Process.
- b) Not to contact any Electricity Retailers in relation to the Procurement Process
- c) Refer all approaches of Electricity Retailers to AECO during the Procurement Process.
- d) Not to engage with any service provider that directly or indirectly competes with AECO's products and services.

#### 7.0 Proposal Information and Limited Use

7.1 The Proposal remains the exclusive property of AECO and is Confidential Information.

7.2 The Client does not have any rights or permission to use or distribute the Proposal outside the scope of this Agreement and shall not use the Proposal in any other process to procure Offers or to Accept an Offer. This includes and is not limited to the internal energy procurement processes of the Client.

7.3 Notwithstanding clause 17, the Client shall not:

- a) Distribute the Proposal or any part thereof or any contained information to 3rd parties.
- b) Use the Proposal outside of the Procurement Process.
- c) Use the Proposal for the internal procurement process outside of this Agreement's Procurement Process.
- d) Use, store, and distribute any information contained in the Proposal in a form outside of the original Proposal including re-entry of data and information in other systems, extraction of the Proposal including individual pages or parts thereof, or distribution of any of the Proposal verbally outside of the Procurement Process.

#### 8.0 Charges and Payment

8.1 Charges for the Services are determined in accordance with the Application Form ("Fees") and may include:

- a) an administration fee ("Administration Fee");
- b) a brokerage fee ("Brokerage Fee"); and
- c) other associated fees ("Other Fees").

8.2 Unless otherwise stated on the Application Forms, the Fees are payable as follows:

- a) The Administration fee is due upon the issuance of the Proposal to the Customer.
- b) The Brokerage Fee is due when the Client Accepts an Offer.
- c) Other fees are due as stated.

8.3 Brokerage Fee is payable if:

- a) The Client Accepts an Offer from a Relevant Retailer with or without the assistance or knowledge of AECO.
- b) The Client is subsequently or concurrently with the Procurement Process and is approached by a relevant Retailer ("Other Party") and receives an Offer outside of the Procurement Process and then the Client Accepts the Offer of the Other Party.

8.4 Vendor or RES commission or incentives will be fully disclosed to you.

8.5 Our payment term for the brokerage fee is thirty (30) days from the invoice date while the payment term for the Administration Fee is seven (7) days from the invoice date.

8.6 Unless expressly stated otherwise, the Fees payable for the Services under this Agreement are exclusive of Value-added Tax ("VAT"). In addition to the Fees, you must pay the VAT

applicable to each supply subject to those Fees under the relevant invoice. Any VAT exemption documents should be provided prior to the presentation of the proposal for proper invoicing.

- 8.7 Payment may be made via post-dated cheque, Auto-Debit Arrangement, or AECO's TruPay service as agreed in the Application Form.
- 8.8 Payment for the Fee may be in a single amount or may consist of multiple payments over time as outlined in the Application Form.
- 8.9 Late payment fees are collected if you fail to pay your invoice for more than fifteen (15) Business Days after the due date. You shall pay interest on all invoiced amounts that remain unpaid after their due date at the rate of six percent (6%) per annum until full payment is made.
- 8.10 You agree to provide all the necessary assistance to enable us to deliver the Services.

## 9.0 Privacy

- 9.1 We adhere fully to the Philippine Data Privacy Act. Our privacy statement sets out the way in which we collect, use, and disclose information about you. For a full copy of our privacy statement, please visit our website at [www.aecoenergy.ph](http://www.aecoenergy.ph) and click on the Privacy Statement link.
- 9.2 You consent for us to use your personal information in accordance with our privacy statement.

## 10.0 Information

- 10.1 You consent to allow us or our suppliers and Electricity Retailers to exchange your information and/or details.
- 10.2 You will authorize electricity companies, Energy Retailers to provide to us electronically any relevant information including meter details, bills and invoices, electricity account information, 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 authorization is enacted.
- 10.3 You consent and grant us access to your Energy Information. You permit us to use this Energy Information in the delivery of Services to you.

## 11.0 Intellectual Property

- 11.1 AECO Energy, its Affiliates, and licensors retain ownership over all intellectual property, materials, data, information, creations, facilities, and works used or made available in connection with the performance, provision, and delivery of the Service including other rights in all copyrighted works, trademarks, designs, inventions, or creations (collectively "AECO Energy IP").
- 11.2 Customer shall not copy, distribute, modify, make derivative works of, or use any AECO Energy IP or other intellectual property rights in any way not expressly permitted by AECO Energy.
- 11.3 Customer owns all rights, title to, and interest in its intellectual property rights and its Customer Data. Customer grants to AECO Energy an unrestricted, perpetual, irrevocable, transferable, sub-licensable, worldwide, and royalty-free license to use and retain any and all data, content, information, and/or material provided or made available to AECO Energy for purposes of providing Services to Customer and for any other purpose.
- 11.4 Customer grants to AECO Energy and its Affiliates the right to use Customer's trade names, logos, and symbols ("Customer Marks") in its public promotional materials and communication for the purpose of identifying Customer as AECO Energy's Customer. The promotional materials and

communications may be created, displayed, and reproduced without Customer's review and approval, provided that the use of the Customer Marks is in compliance with this section and/or any usage guidelines provided by Customer to AECO Energy.

## 12.0 Limitation of Liability

- 12.1 To the full extent permitted by law including & subject to clause 12.2, 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 or profits; or
  - b) Any indirect or consequential loss; or
  - c) The acts of omission 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. 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 prices, or any other market price in the future that may result from you being advised and contracted on a rate higher than that may be available into the future and that is unknown or uncertain at the time.

## 13.0 Indemnity

- 13.1 AECO Energy will defend or settle any action brought against Customer to the extent that it is based upon a third-party claim that AECO Energy IP infringes or misappropriates such third party's patent, copyright, trademark, or trade secret, and will pay any costs and damages made in settlement or awarded against Customer in final judgment resulting from any such claim, provided that Customer: (i) gives AECO Energy prompt notice of any such claim; (ii) gives AECO Energy sole control of the defense and settlement of such claim; and (iii) gives AECO Energy, at AECO Energy's expense, all information and assistance reasonably required for the defense and settlement of such claim. AECO Energy will not be bound by any settlement or compromise that Customer enters into without AECO Energy's prior written consent.
- 13.2 The foregoing provision sets forth the sole and exclusive liability of AECO Energy and the sole and exclusive remedy of Customer for any claims of infringement or misappropriation of intellectual property rights of any kind.
- 13.3 Customer will defend, indemnify, and hold AECO Energy harmless from and against all liabilities, damages, costs, fees, and expenses, including reasonable attorney's fees arising out of or resulting from any third-party claim based on or otherwise attributable to: (i) Customer's gross negligence or intentional misconduct; (ii) a breach of Clause 9 (Intellectual Property); or (iii) any Electricity Contracts between Customer and Retail Electricity Suppliers.

## 14.0 Audit

- 14.1 Customer must, for a period of five (5) years or longer if required by law, maintain all records for the Services and compliance with Clause 6.0 (Confidential Information). At the request of AECO Energy, Customer must, at no additional cost to AECO Energy, provide to AECO Energy and its internal and external auditors, inspectors, regulators, and other agents or representatives, access at reasonable times and on

reasonable notice to Customer's premises, to validate such records.

## 15.0 Modifications and Changes

- 15.1 No changes, amendments, or modifications to the Terms and Conditions or any other documentation are binding unless made in writing and signed by the duly authorized representatives of each party.

## 16.0 Warranties

- 16.1 Client recognizes the uncertainty of the future price of electricity and acknowledges that AECO Energy cannot provide reliable forecasts, guarantees, or warranties over any future price of electricity.
- 16.2 Client acknowledges that AECO Energy cannot warrant or guarantee that the Offer prices will be the lowest available at the time when prices are presented to Client or when the Energy Contract is executed.
- 16.3 TO THE FULLEST EXTENT PERMITTED BY LAW, AECO ENERGY DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AECO ENERGY DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 16.4 AECO ENERGY WILL HAVE NO LIABILITY FOR DELAYS, FAILURES, LOSSES, OR DAMAGES ATTRIBUTABLE OR RELATED IN ANY WAY TO ENERGY RETAILERS OR ANY ENERGY CONTRACTS.

## 17.0 Representations

- 17.1 Each Party represents to the other Party that:
- This Agreement was entered through their duly authorized representative;
  - It is a legal entity formed and validly existing and in good standing under the laws of the country of its formation;
  - It has the full power, authority, and has obtained all necessary regulatory or governmental approvals, if any, to execute, deliver, and perform this Agreement and to carry out the transactions contemplated thereby;
  - It has made its own independent decisions to enter into a transaction and as to whether such transaction is appropriate or proper for it based upon its own judgment and decision, and any based upon advice from such advisors;
  - There are no legal or regulatory proceedings pending or threatened that could have a material adverse effect on such Party's ability to perform the Party's obligations under this Agreement;
  - It is not relying upon any representation or warranty of the other than those expressly set forth in this Agreement;
  - It has entered into this Agreement as principal (and not as Agent or in any other capacity, fiduciary or otherwise);
  - It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks;
  - It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgment and any advice from such advisors as it has deemed necessary, and not in reliance upon any view expressed by the other party; and
  - The other Party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement.

## 18.0 Confidentiality

- 18.1 The Receiving Party will keep confidential and will not use or disclose any Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party will protect the Confidential Information of the Disclosing Party by using at least the same degree of care (but no less than a reasonable degree of care) as the Receiving Party uses to protect its own Confidential Information to prevent unauthorized use, dissemination, disclosure, or publication. This notwithstanding, the Receiving Party may disclose the Confidential Information to its Affiliates, employees, consultants, or advisors on a need-to-know basis and provided that such person is bound by substantially the same confidentiality obligations as stated herein.
- 18.2 Each party's respective obligations of confidentiality shall not apply to the disclosure of information to competent legal or regulatory authorities which is:
- mandatory under the applicable law;
  - as far as possible, disclosed as aforesaid only after the other party to whom the obligation of confidentiality is owed, has been notified without any inexcusable delay and given the opportunity to clarify and advocate for a limitation or restriction of the information to be disclosed; and
  - limited only to information that is strictly required to be disclosed as aforesaid under the applicable law and if applicable, after the fulfillment of and considering the outcome of sub-paragraph (b) above of this Clause 7.2.
- 18.3 The obligations of confidentiality shall commence immediately upon receipt of the Confidential Information. At the request of AECO Energy or after the stated purpose of use is achieved, the recipient of the Confidential Information agrees to destroy (unless otherwise directed by AECO Energy) all Confidential Information, and any written and other tangible materials that contain any Confidential Information received from AECO Energy, except that Client may retain reasonable copies of the Confidential Information for the purpose of complying with requirements by law or any applicable governmental or regulatory authority or its corporate governance, provided that the provisions of this Agreement shall continue to apply to any such records, files, documents or materials retained by the Client.
- 18.4 Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character and that the damages caused by unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder whether at law or in equity including damages. Disclosing Party will be entitled to recover its costs and fees, including reasonable attorney's fees incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fees and expenses.

## 19.0 Credit Assessment

- 19.1 The Client must promptly provide AECO with such information reasonably requested by AECO from time to time to assist in the assessment of the Client's creditworthiness.
- 19.2 AECO may by Notice request the Client to provide AECO Energy with bond or security in the amount to be determined by AECO Energy to secure the due performance of the Client's obligations under this Agreement if:

- a) AECO acting reasonably, considers that the Client's creditworthiness is unsatisfactory or has materially adversely changed since the date of this Agreement; or
  - b) The Client fails to pay, in accordance with the payment terms.
- 19.3 The Client must provide any bond or security requested within seven (7) days after AECO's Notice under clause 19.2.
- 19.4 AECO may use the Security or Bond to pay any amounts to AECO Energy reasonably believes the Client owes to AECO Energy under this Agreement.
- 19.5 Where AECO uses the Security or Bond to pay any amounts, the Client owes AECO Energy under this Agreement, AECO may require the Client to reinstate the Security or Bond in the amount requested within seven (7) days.
- 19.6 AECO must release any remaining Security on termination or expiry of this Agreement if all amounts owing or payable by the Client to AECO under this Agreement have been paid in full.

## 20.0 Dispute Resolution

- 20.1 The Parties agree that if a dispute arises between them relating to the interpretation or application of this Agreement then the party which considers that a dispute has arisen must serve a notice ("Notice of Dispute") on the other party containing particulars and, where relevant, supporting documentation.
- 20.2 Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by arbitration in accordance with the arbitration laws of the Philippines. The language of the arbitration shall be English, and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be in the Philippines.

## 21.0 Entire Agreement

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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 is only for convenience and does 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 subclass or genus.

## 22.0 Notices

- 22.1 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.

## 23.0 Governing Law

- 23.1 The Agreement shall be governed and construed in accordance with the law of the Philippines and the parties hereby submit to the jurisdiction of the Courts of that Country.

## 24.0 General

- 24.1 **Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.
- 24.2 **Rights of Third Parties.** No person other than a Party may enforce this Agreement by virtue of the Contracts.
- 24.3 **Force Majeure.** If a Party is unable to carry out any of its obligations under this Agreement due to Force Majeure, then upon such Party's giving notice of such Force Majeure as soon as reasonably practicable after its occurrence (but in no event later than seven (7) days following such occurrence), the obligations of the affected Party shall be suspended to the extent and for the duration of the Force Majeure, and the affected Party shall not be liable to the other Party for any loss arising from such suspension. Either Party may also choose to terminate the Agreement if the Force Majeure lasts for a period of more than one hundred and twenty (120) days, without liability to the other Party.
- 24.4 **Notices.** Without affecting service by any method permitted by law, all notices under this Agreement to a Party shall be deemed to be duly given or made: (a) when delivered (in the case of personal delivery); (b) two (2) Business Days after posting, if sent by mail to an address in the same country, or five (5) Business Days after posting, if sent by airmail; (c) when the transmission is complete if sent by facsimile; or (d) when the email is received by the recipient's servers, if sent by email, addressed to the Party at its contact details specified in the Proposal or any other document or at such other contact details as such Party may specify to the other Party for such purpose.
- 24.5 **Relationship Between Parties.** In all matters relating to this Agreement, AECO Energy and the Client shall be independent contractors.
- 24.6 **Compliance with Data Privacy Act of 2012 (RA 10173).** Both parties agree to comply with the Data Privacy Act of 2012. To the extent that a Party provides the other Party with information relating to an identified or identifiable individual ("Personal Data"), each Party shall, to the extent required by applicable data protection laws, process and/or transfer such Personal Data in accordance with applicable data protection law.
- 24.7 **Use of Energy Information and Personal Data.** Client consents to the using, disclosing, and sharing of information relating to energy activities, including meter details, bills and invoices, electricity account information, electricity data, meter data, and energy usage details ("Client Energy Information") between and among AECO Energy and its Affiliates, for purposes of providing the Services. Client consents and grants to AECO Energy a royalty-free and perpetual license to use and retain Client Energy Information for the use and access to and/or provision and delivery of the Services. Client consents that AECO Energy may create anonymized statistical data from

Client Energy Information and usage of the Services, including aggregation. Once anonymized, AECO Energy may use it for lawful purposes, such as to provide and improve on its Services and other AECO Energy Services, develop new services or product offerings, identify business trends, and for any other purpose analogous to the foregoing.

- 24.8 **Compliance with Laws.** Each party shall ensure compliance with all applicable laws, rules, and regulations in connection with its activities under this Agreement, including without limitation to laws, rules, and regulations governing export controls, anti-corruption, and/or anti-bribery. If at any time during this Agreement, there are changes to the enactment and/or regulatory rules relating to RECs, then the Parties shall, in good faith, discuss appropriate changes made to this Agreement to comply with all applicable regulations and/or laws, and shall amend this Agreement to so comply.
- 24.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines.
- 24.10 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements, and undertakings, whether oral or written, between the parties. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 24.11 **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. No failure of either party to exercise any power or right given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 24.12 **Execution in Counterparts.** This Agreement may be entered into in counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.
- 24.13 **Interpretation.** 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.

## 25.0 Forecasts and Financial Advice

- 25.1 We are unable to provide any forecasts of future Energy prices. Energy operates in a market, much like any commodity, such as gasoline, oil, or coal. The future price of Energy is uncertain, and we are not able to provide any forecasts, guarantees, or warranties over any future Energy prices. We recommend you contact a licensed financial advisor should you seek specific financial advice on the electricity market.

- 25.2 In addition, to market uncertainty, future service supply prices are determined by government legislative changes and regulated price changes.
- 25.3 Any preceding or subsequent information communicated by any method, is not financial advice. AECO Energy 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.

## 26.0 Warnings

- 26.1 All data, recommendations, and views expressed by AECO Energy are not the views of affiliates, suppliers, and Electricity Retailers. This information is of a general nature only. Neither AECO Energy, 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 Energy 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 Energy Contacts entered into.

Effective 21 May 2024.