

**Fixed Price Agreement
– Specific Terms**

Utilise Limited

For contracts that are for a specified Contract Term:

1. We agree to supply to you, and you agree to buy from us, all of the electricity requirements for the premises and points of supply set out in Sign Up Form for the contracted term specified in the Sign Up Form, subject to clause 4 below.
2. The prices and other costs associated with the supply of electricity under this Agreement are set out in the Sign Up Form.
3. Our Standard Terms apply to the supply of electricity by us to the premises and points of supply set out in the Sign Up Form, except as modified by this document. If there is any inconsistency between the terms of this document, and the Standard Terms, the terms of this document will prevail. For the avoidance of doubt the following clauses of the Standard Terms shall not apply to this agreement:
 - 3.1 Clause 8 (Our Prices and Fees); and
 - 3.2 Clause 18 (Termination).
4. This agreement includes this document, the Sign Up Form and our Standard Terms (together the "Agreement"). Any conditions in your tender document, pricing request or any other communications from you that purport to apply to our Agreement and/or the supply of electricity and associated services to you are excluded and shall not apply unless expressly accepted in writing by Utilise.
5. If you accept this Agreement, its terms will apply:
 - 5.1 if you are a current Utilise customer, for the contract term specified on Sign Up Form; or
 - 5.2 if you are currently supplied by another electricity supplier, from the Agreement start date or the date we receive your MARIA compliant meter data from your existing supplier, whichever is the later, until the end of the contract term specified on the Sign Up Form.
6. At the end of that term, unless a new arrangement has been entered into, your electricity prices will be either our then current standard prices or, continue on the price set out in your Sign Up Form, at our discretion.
7. If you accept this Agreement, its terms replace any prior arrangements that you may have had with us in relation to the supply of electricity to the premises and points of supply set out in any previous Sign Up Form.
8. **Line Charges:** This Agreement does not apply to any network, lines or Transpower charges which may change from time to time. In the event that the relevant network provider or Transpower amend their prices, we will give you 30 days' notice of such changes.
9. **Early Termination Fee:** You understand that taking supply from another energy retailer before the end of this Agreement is in breach of your Agreement with Utilise and that in the event of such breach (without prejudice to Utilise's other rights and remedies), in addition to any outstanding moneys owing by you, you will be required to pay Utilise an Early Termination Fee calculated as 1.5 cents per kWh for the forecast electricity consumption from the date of the breach until the scheduled expiry of this Agreement, plus an administration fee of \$140 per ICP (both plus GST).
10. Nothing in this clause shall limit your liability under this Agreement.

11. **Government Levies:** In addition to the other charges and costs provided for in this Agreement, we may specify on each invoice an amount you must pay in respect of government levies that we are obliged to pay in relation to our supplying electricity to you. These are subject to change from time to time.
12. **Regulatory Events:** We may change this Agreement where reasonably necessary for us to comply with the requirements or consequences of a Regulatory Event and change the prices or any other amount payable under this Agreement in response to Regulatory Event by an amount that we estimate to be reasonably apportioned amount equivalent to that imposed or increased as a result of the Regulatory Event. We may make the change or changes at any time by giving you at least 30 days' prior notice.

For the purposes of this clause:

"Regulator" means the Commerce Commission or Electricity Authority, any court or tribunal of competent jurisdiction, any agency, authority, board, department, government, instrumentality, ministry, official or public or statutory person, any local or municipal government or governmental bodies or any other government agency whose activities impact on our business; and

"Regulatory Event" means:

- (a) any enactment, amendment, replacement or repeal of any law; and
- (b) the lawful making, amendment, clarification or withdrawal of any determination, order, directive, consent, advice, guidance or finding by a Regulator.