

eClear 一般規約 Ver 1.3

eClear 一般規約（以下「本規約」という。）は、株式会社 eClear（以下「当社」という。）が提供する第1条に定める内容のサービス（以下「本サービス」という。）の利用に際し、アカウントを開設した法人（以下「利用者」という。）と当社との間の権利義務関係を定めるものとする。本サービスを利用するにあたり、利用者は本規約の全ての内容に同意するものとする。

第1条 （本サービスの内容）

本サービスは、当社が利用者と締結する個別契約（**第6条**に定義される。以下同じ。）に基づく電力現物取引を実施すると同時に、当社が当該電力現物取引に対応する反対売買である電力現物取引または電力先物取引（以下「反対取引」という。）を第三者（以下「取引相手方」という。）と実施することで、以下の機能を提供するものである。疑義を避けるために付言すると、当社が市場リスクを負う形で自ら電力現物取引及び反対取引の値付けを実施し、利用者に当該値付けによる価格を提示するサービスは行わない。

- (1) 取引相手方との反対取引が電力現物取引である場合
 - ① 利用者から見た取引相手方の与信リスクを低減する機能。
 - ② 取引相手方から見た利用者の与信リスクを低減する機能。
 - ③ 利用者及び取引相手方の匿名性を担保する機能。
 - ④ 利用者および取引相手方との間で発生する契約書管理や与信管理をはじめとする売買関連実務を簡素化する機能。
 - ⑤ 取引相手方の探索コストを低減する機能。
- (2) 取引相手方との反対取引が電力先物取引である場合
 - ① 利用者と当社による電力現物取引と、取引相手方と当社による電力先物取引という異なる契約形態の取引を接続する機能。
 - ② 利用者及び取引相手方の匿名性を担保する機能。
 - ③ 利用者および取引相手方との間で発生する契約書管理や与信管理をはじめとする売買関連実務を簡素化する機能。
 - ④ 取引相手方の探索コストを低減する機能。

第2条 （関連規約及び適用関係）

1. 本規約に定めるもののほか、本規約上で使用される用語の定義並びに本サービスのアカウント開設、利用及び手数料等に関し必要な事項は、株式会社 enechain（以下「enechain」という。）の eCloud 利用規約（以下「eCloud 利用規約」という。）並びに当社の eClear 取引細則（BG 渡し）、eClear 取引細則（JEPX 渡し）、eClear 契約履行保証及び手数料細則（総称して、以下「関連規約」という。）に定める。
2. 本規約、eClear 取引細則（BG 渡し）、eClear 取引細則（JEPX 渡し）、eClear 契約履行保証及び手数料細則は個別契約に適用されるものとし、本規約及びこれらの細則と個別契約に異なる定めがある場合、個別契約の定めが優先される。
3. 本規約及び関連規約に定めるもののほか、当社及び enechain が取得した個人情報の取り扱いに関し必要な事項は、enechain グループのプライバシーポリシー（<https://enechain.co.jp/privacy>）に定める

ところによるものとする。なお、当社が取得した個人情報の取り扱いに関しては、enechainに係る部分を当社と読み替えて同プライバシーポリシーを適用する。

第3条 (アカウント開設手続き等)

- 1 本サービスの利用を希望する者（以下「利用希望者」という。）は、eClear アカウント開設申込書に必要事項を記入し、当社に提出することで申し込みを行うものとする。
- 2 当社は、申請書を受領後に利用希望者に対する審査を行い、その結果に基づき開設申込が受理された者に対してのみ、eClear アカウントの開設を行うものとする。当社が申込みを受理しなかった場合、その判断理由は利用希望者に一切開示されない。また、利用希望者は当該判断に対して異議を述べることはできないものとする。
- 3 当社は、アカウント開設が完了した利用希望者に対し、重要事項説明を実施する。利用希望者は、当該説明を受けた後、eClear 重要事項説明確認書に捺印するものとする。当社は、eClear 重要事項説明確認書に捺印した利用希望者に対してのみ本サービスを提供する。
- 4 当社は、個別契約の締結および個別契約に定める義務の履行にあたり、アカウント開設申込書に記載された情報（以下「アカウント情報」という。）に依拠するものとする。アカウント情報に変更が生じた場合、利用者は速やかに当社にその旨を届け出るものとする。
- 5 当社は、個別契約の締結または個別契約に定める履行に関連して、アカウント情報に依拠したことにより利用者に損害が生じたとしても、当社の故意または重過失がない限り、一切責任を負わないものとする。

第4条 (トレーダー登録及び本人確認)

- 1 利用者は、eClear アカウント開設申込書に必要事項を記入し、取引権限を有する者をトレーダーとして登録する。
- 2 利用者は登録された各トレーダー（以下「権限担当者」という。）のみが取引を実施することに責任を負うものとする。仲介事業者等を通じて取引が成立した後に、取引実施者が権限担当者でないことが判明した場合であっても、eClear が当該取引の取り消しに合意しない限り、当該取引を取り消すことはできないものとする。

第5条 (営業日及び休業日)

1. 当社は、次に掲げる日を休業日とし、その他の日を営業日とする。
 - (1) 日曜日
 - (2) 土曜日
 - (3) 国民の祝日に関する法律に規定する国民の祝日
 - (4) 年末年始（12月29日～1月3日）
2. 当社は、必要があると認めるときは、臨時の休業日又は営業日を定めることができる。
3. 前項の場合、当社は、実務上可能な限り、あらかじめ臨時の休業日又は営業日を利用者に通知するものとする。

第6条 (個別契約)

1. 利用者及び当社との間の eClear 電力受給個別契約（以下「個別契約」といい、未締結の個別契約であって、利用者が当社に対しその締結を新規に申し込むものを「新規個別契約」という。）の締結に関

する、利用者による当社への新規の申込み（以下「ポスティング」という。）、当社のポスティングの承諾手順、及び、利用者及び当社間の新規個別契約成立の手順は、eClear 契約履行保証及び手数料細則に従うものとする。

2. 成立した個別契約の内容は別途当社から発行され利用者宛てに送付される eClear 電力受給個別契約 契約内容控えに記載されるものとする。
3. 個別契約の受渡が、利用者が所属するバランシンググループ（以下「BG」という。）及び当社が所属する BG 間で行われる取引の場合（以下、BG 間で行われる受渡方法を「BG 渡し」という。）の取引に係る詳細は eClear 取引細則（BG 渡し）に従うものとし、個別契約の受渡が、一般社団法人日本卸電力取引所（以下「JEPX」という。）を通じて行われる取引の場合（以下、JEPX を通じて行われる受渡方法を「JEPX 渡し」という。）の取引に係る詳細は eClear 取引細則（JEPX 渡し）に従うものとする。
4. 受渡方法が BG 渡しか JEPX 渡しかを問わず、履行保証及び手数料については eClear 契約履行保証及び手数料細則に従うものとする。

第7条 （託送供給等約款等の遵守）

1. 本サービスを通じて当社と利用者の間で行われる給電及び受電（以下「本電力受給」という。）に際しては、本電力受給にかかる給電エリア及び受電エリアの一般送配電事業者（以下「当該一般送配電事業者」という。）が定める託送供給等約款、これに従って当社又は利用者が当該一般送配電事業者と締結する各種合意文書並びに電力広域的運営推進機関（以下「広域機関」という。）の定めるルールを遵守する。
2. 当社及び利用者は、本サービスを利用するためのアカウント開設前に本電力受給に必要な託送契約等を当該一般送配電事業者との間で締結する。
3. 電力の受給に先立ち、当社または利用者のうち、受電者となる者は、受電者としての需要・調達計画もしくは発電・調達計画（以下「受電者側計画」という。）を、給電者となる者は、給電者としての需要・販売計画もしくは発電・販売計画（以下「給電者側計画」という。）を、それぞれ所定の期限までに遅滞なく広域機関に提出する。
4. 前項に定める受電者側計画及び給電者側計画は、個別契約の定めに基づき作成する。
5. 当社及び利用者は、託送契約等に基づき、当該一般送配電事業者又は広域機関からの給電指令又は混雑処理に伴う系統連系設備・変電設備もしくは送電線網の制約により、受給電力の全部又は一部に制約を受けた場合、相互に速やかにその旨の通知を行う。
6. 反対取引が現物取引の場合、受給パターンの平日、休日とは、別途定めのない限り、受給エリアの当該一般送配電事業者が定める最新の託送供給等約款に準ずる（但し、受電エリア又は給電エリアのいずれかの当該一般送配電事業者が定める託送供給等約款が休日と定める日は、他方のエリアにおいても休日と扱う。）。また、反対取引が先物取引の場合、受給パターンの平日及び休日の定義は、当該先物取引を行う国内又は国外の商品取引所が定めるところに準ずるものとする。

第8条 （システム利用に関する非保証）

当社は、eCloud 利用規約第 12 条各号に掲げる事項に加え、本サービスに基づき当社が提供するシステム（以下「本システム」という。）について、次の各号に掲げる事項に関し何らの保証も行わない。

- (1) 本システムの利用が利用者の意図する目的又は用途に適合すること

- (2) 本システムの利用によって、利用者のコンピュータへの不具合及び障害が生じないこと
- (3) 本システムを永続的に提供すること
- (4) 本システムに基づき当社から提供される情報が完全及び正確であること

第9条 (システム利用に関する免責)

- 1 当社は、本システムの運用において、その時点における技術水準を前提とした最善の努力を行う。但し、当社は、次の各号に掲げる利用者の損害について、その責めを負わない。
 - (1) 本システムの内容により発生又は誘発された損害
 - (2) 本システムにより提供されたデータを基礎として行われた取引により生じた損害
 - (3) 本システムの提供に用いるシステムの障害に基づき生じた損害
 - (4) 利用者が使用するコンピュータ、回線及びソフトウェア等の環境等に基づき生じた損害
 - (5) 本システムの提供の制限、停止又は本システムの内容の変更により生じた損害
 - (6) 本システムの利用を原因とするコンピュータウイルス感染等により発生したコンピュータ、回線及びソフトウェア等の損害
 - (7) 本システムにログインするための情報（ログインパスワードを含むがこれに限られない。）の漏洩、盗難等によって生じた損害
 - (8) その他当社の責めに帰すことができない事由により生じた損害
- 2 利用者が保有する通信回線、通信機器又はコンピュータシステム（ソフト・ハード）等の障害若しくは瑕疵が発生した場合、利用者が自らの責任と費用負担によりそれを解決するものとし、当社はその原因を調査する義務又は解決する義務を負わない。

第10条 (不可抗力による免責)

1. 天災、地変、戦争、落雷など、当社及び利用者のいずれの責めにも帰すことができない事由により、又は、個別契約に適用のある法律、政省令、通達若しくはガイドライン等若しくは自主規制機関等の定める諸規則等の変更によって個別契約に関する債務の履行が不可能又は違法となることにより、個別契約の定める受給期間における当社又は利用者の受電義務又は電力供給義務の履行ができない場合（以下、これらの事象を総称して「不可抗力事由」という。）は、その限りにおいて、当該受給期間における当社及び利用者の受電義務及び電力供給義務は免責される。当社又は利用者による受電義務又は電力供給義務の履行ができる場合であっても、取引相手方に生じた不可抗力事由により、当社が本サービスの提供が難しいと判断した場合は同様に当社及び利用者の受電義務及び電力供給義務は免責されるものとする。
2. 前項の不可抗力事由に該当し、且つ、当社及び利用者の受電義務及び電力供給義務が免責されたことにより個別契約に定める電力量の全部又は一部が供給又は受電されなかった場合、別紙**第1項**、**第2項(2)**及び**第3項**の規定に沿って算出した金額（以下「免責清算金」という。）に基づき、当社及び利用者間で、清算を行うものとする。但し、本項は反対取引が国内又は国外の商品取引所を利用した取引である場合に限り適用される。
3. 不可抗力事由によって自己の受電義務又は電力供給義務の履行ができない当事者は、不可抗力事由が発生したことを認識した場合、速やかに相手方に書面により通知するとともに、当該不可抗力事由の個別契約への影響が最小限となるよう努力し、その後の対応を相手方と誠実に協議する。

第11条 (守秘義務)

1. 当社及び利用者は、個別契約の締結前に行われた交渉の段階又は締結後に行われた履行の段階において取得した営業上の情報等、個別契約の締結の事実及びその内容、並びに開示者より被開示者に対し秘密である旨が明示された書面又は電子メール等の有体物により開示された情報及び秘密である旨が告知された上で口頭にて開示された情報（但し、開示日から14日以内に、書面又は電子メールにより、対象となる情報を特定した上で秘密である旨が通知されたものに限る。）（以下、これらを総称して「秘密情報」という。）を相手方からの事前の書面による同意なしに第三者（当社若しくは利用者又はそれらのグループ会社（当社又は利用者の関連会社、及び、当社又は利用者の発行する議決権のある株式（自己株式を除く。）の50%以上を直接又は間接に有する者を含む。以下同じ。）の役職員又は弁護士若しくは公認会計士等の専門家、eClear 契約履行保証及び手数料細則に定める本保証人（以下、「本保証人」という。）のうち、個別契約の締結及び個別契約に基づく債務の履行のために秘密情報を知る必要のある者に対して、個別契約の締結、個別契約に基づく債務の履行、及び個別契約締結に向けた与信審査・管理業務のために必要な限度で秘密情報を開示する場合を除く。）に開示し、提供し、若しくは漏洩し、又は個別契約の締結及び個別契約に基づく債務の履行の目的以外の目的に使用してはならない。
2. 前項にかかわらず、次の各号のいずれかに該当する情報は、秘密情報から除くものとする。
 - (1) 開示者が開示した時点において既に公知となっている情報又は開示者が開示した後に被開示者の責に帰すことのできない事由により公知となった情報
 - (2) 開示者が開示した時点において既に保持していた情報
 - (3) 開示者の秘密情報を使用することなく、被開示者が独自に開発した情報
 - (4) 被開示者が正当な権限を有する第三者から秘密保持義務を負うことなく適法に入手した情報
3. **第1項**にかかわらず、裁判所、行政機関、商品取引所、JEPX、広域機関又は一般送配電事業者等の公的機関より開示を請求された場合には、法令上可能な範囲内で、開示者に事前に開示先及び開示内容を通知することを条件として開示することができる。但し、緊急やむを得ない事由により事前通知ができない場合には、開示後直ちに通知することで足りるものとする。

第12条 (権利義務の譲渡の禁止)

1. 当社及び利用者は、事前の書面による相手方の承諾を得ることなく、個別契約の契約上の地位および個別契約から生じる権利又は義務を、第三者に譲渡し、承継させ、又は質権等の担保権設定その他の処分をしてはならない。
2. 前項の規定にかかわらず、当社は、個別契約に基づき利用者に対して有する一切の請求権の全部又は一部について、株式会社三菱UFJ銀行（以下「本金融機関」という。）のために第一順位、及び三菱UFJ信託銀行株式会社のために第二順位の質権等の担保権（根担保権を含む。）を設定すること、及び履行保証にかかる被保全債務の一部又は全部の支払いにより当該債権を本保証人に譲渡、移転、取得その他の処分をさせることができ、利用者はこれをあらかじめ承諾する。

第13条 (契約解除)

1. 当社又は利用者（以下「催告解除非該当者」という。）は、相手方（以下「催告解除該当者」という。）が個別契約上の義務を履行しない場合において、催告解除該当者に対して書面にて契約の履行を催告し、当該催告後2営業日以内に当該義務が履行されなかった場合、催告解除非該当者は、個別契約を解除することができる。

2. 当社又は利用者（以下「無催告解除非該当者」といい、催告解除非該当者と総称して「解除非該当者」という。）は、相手方（以下「無催告解除該当者」といい、催告解除該当者と総称して「解除該当者」という。）が次の各号の事由の一つに該当するときは、利用者が無催告解除該当者に該当する場合には当社は催告をすることなしに個別契約を解除することができ、当社が無催告解除該当者に該当する場合には当該事由に該当した日の翌日の 0:00 をもって個別契約は当然に解除されるものとする。
 - (1) 監督官庁より営業取消し、停止等の処分を受けた場合
 - (2) 支払停止の状態に陥った場合
 - (3) 電子交換所から不渡報告若しくは取引停止処分を受けた場合又は発生記録を行った電子記録債権が支払不能となった場合
 - (4) 差押、仮差押、仮処分、競売等の申立を受けた場合
 - (5) 資産状況が悪化して債務超過のおそれがあると認める相当な理由がある場合
 - (6) 破産、民事再生、会社更生、特別清算手続き開始等の申立を受け、又は自らこれらの申立をした場合
 - (7) 会社の解散を決議した場合
 - (8) **第15条**の規定に反する事項が判明した場合
3. 解除非該当者が、前二項に基づき個別契約を解除した場合（前項に基づき個別契約が当然に解除された場合を含む。）、解除該当者との間で締結済みのその他のすべての個別契約は、催告をすることなしに解除されるものとする。なお、前二項及び本項に基づき解除された全ての個別契約に基づき解除該当者が解除非該当者に対して負う債務（**第5項**の清算金を含む。）については、当該個別契約に基づき解除該当者が解除非該当者に対して有する債権（**第5項**の清算金を含む。）と相殺されるものとする。但し、第13条の2に従う場合はこの限りではない。
4. 解除該当者は、**第1項**の規定に従って催告を受け、2営業日以内に自己の債務を履行しない場合、第2項各号のいずれかに該当する事由が発生した場合又は本規約に基づき締結済みの個別契約のいずれかが解除された場合は、全ての個別契約について、相手方に対する一切の債務の履行につき期限の利益を失い、直ちに債務の全額を解除非該当者に支払わなければならない。
5. 本条の定めに従って個別契約が解除となり、個別契約に定める電力量の全部又は一部が供給又は受電されなかった場合、別紙の規定に沿って算出した金額（以下「清算金」という。）に基づき、解除該当者及び解除非該当者の間で、清算を行うものとする。
6. [意図的に削除]
7. **第1項**乃至**第3項**に基づき解除を申し入れられた解除該当者は、解除に起因する直接的損害（疑義を避けるために付言すると、解除された個別契約に基づく取引以外の機会損失等は含まれず、また清算金を除いて**第14条第2項**が適用される。）（以下「本件損害」という。）につき直ちに賠償の責に任ずる。但し、本件損害が解除を申し入れた当事者の故意または重過失に起因する場合はこの限りではない。
8. **第5項**の規定は、当社又は利用者の倒産に起因して個別契約が解除された場合（破産法第53条第1項、民事再生法第49条第1項若しくは会社更生法第61条第1項に基づき解除される場合又は破産法第58条第1項（民事再生法第51条若しくは会社更生法第63条に基づき準用される場合を含む。）に基づき解除されたものと擬制される場合を含む。）において、倒産した当事者を解除該当者、その相手方を解除非該当者とみなして準用する。

第13条の2 (燃料調整費付価格取引における特約)

1. 利用者の個別契約が燃料調整費付価格取引に該当する場合、当該個別契約（以下「燃調個別契約」という。）は以下の点において本規約及び関連規約（本条を除く。）に基づく取引と異なるものとする。
 - (1) 燃調個別契約の反対取引が前条第1項乃至第3項に基づき解除された場合、当社は、実務上可能な限り速やかに当該解除日（以下、「反対取引解除日」という。）を利用者に対して書面（電子メール等を含む。）により通知し、反対取引解除日から2営業日以内に当社が書面（電子メール等を含む。）で要求する場合には、当該燃調個別契約の全部または当社が指定する一部は、反対取引解除日に遡って終了する。なお、当該終了に関連して、前条第3項の規定は適用されない。なお、当該2営業日以内に当社が本号に基づく要求を行わなかった場合、本号に基づく解除権は消滅する。
 - (2) 前号に基づき燃調個別契約が終了した場合、前条第5項に準じて清算を行うものとする。その際の当該燃調個別契約に基づく清算金は、当社を別紙の「解除該当者」とみなして、別紙第7項に基づき算出する。
 - (3) 前号の清算金の支払その他の支払債務に関する条件（支払期限、相殺、遅延損害金等）については、前条第5項及び第7項並びに別紙の規定を準用する。
2. 前項に基づき当該個別契約の全部または一部を終了する場合、当社は、利用者の求めに応じて、当該反対取引において前条第1項乃至第3項に基づく解除事由が発生したことを客観的に証明する資料（ただし、取引相手方の名称その他の当該取引相手方を特定しうる情報を秘匿したものに限る。）を提示するものとする。
3. 前二項に定めるもののほか、燃調個別契約に係る本規約及び関連規約の規定の適用については、本条の規定が他の規定に優先する。ただし、本条の特約は、eClear 契約履行保証及び手数料細則第5条に定める特種取引には適用されない。

第14条 (損害賠償)

1. 当社及び利用者は、給電者側計画及び受電者側計画における最終計画の不整合を含む自己の責めに帰すべき事由により相手方に損害（合理的な範囲の弁護士費用を含む。）を与えた場合、これを賠償する責めを負う。
2. 前項にかかわらず、本規約又は個別契約に別の定めがある場合及び相手方の故意又は重過失による場合を除き、本サービスに関連して当社又は利用者が被る損害のうち、自らの逸失利益、営業損失、不稼働損失等の間接かつ特別の損害については、当社及び利用者は、相手方に対して賠償する義務を負わない。

第15条 (反社会的勢力の排除)

1. 当社又は利用者は、自己、自己の役職員、自己の代理人若しくは媒介をする者又は自己の主要な出資者が、反社会的勢力に該当しないこと及び次の各号のいずれにも該当しないことを表明し、かつ将来にわたっても該当しないことを保証する。
 - (1) 反社会的勢力が経営を支配していると認められる関係を有すること
 - (2) 反社会的勢力が経営に実質的に関与していると認められる関係を有すること
 - (3) 自己若しくは第三者の不正の利益を図る目的又は第三者に損害を加える目的をもってする等、不当に反社会的勢力を利用していると認められる関係を有すること

- (4) 反社会的勢力に対して資金等を提供し、又は便宜を供与する等の関与をしていると認められる関係を有すること
 - (5) 役員又は経営に実質的に関与している者が反社会的勢力と社会的に非難されるべき関係を有すること
2. 本条において反社会的勢力とは、次の各号のいずれかに該当する者をいう。
- (1) 暴力団（暴力団員による不当な行為の防止等に関する法律（平成3年法律第77号。以下「暴力団対策法」という。）第2条第2号に規定する暴力団をいう。以下同じ。）
 - (2) 暴力団員（暴力団対策法第2条第6号に規定する暴力団員をいう。以下同じ。）
 - (3) 暴力団準構成員（暴力団員以外の暴力団と関係を有する者であって、暴力団の威力を背景に暴力的不法行為等を行うおそれがあるもの又は暴力団若しくは暴力団員に対し資金、武器等の供給を行う等暴力団の維持若しくは運営に協力し、若しくは関与するものをいう。以下同じ。）
 - (4) 暴力団関係企業（暴力団員が実質的にその経営に関与している企業、暴力団準構成員若しくは元暴力団員が経営する企業で暴力団に資金提供を行う等暴力団の維持若しくは運営に積極的に協力し若しくは関与するもの又は業務の遂行等において積極的に暴力団を利用し、暴力団の維持若しくは運営に協力している企業をいう。）
 - (5) 総会屋等（総会屋その他企業を対象に不正な利益を求めて暴力的不法行為等を行うおそれがあり、市民生活の安全に脅威を与える者をいう。）
 - (6) 社会運動等標ぼうゴロ（社会運動若しくは政治活動を仮装し、又は標ぼうして、不正な利益を求めて暴力的不法行為等を行うおそれがあり、市民生活の安全に脅威を与える者をいう。）
 - (7) 特殊知能暴力集団等（暴力団との関係を背景に、その威力を用い、又は暴力団と資金的な繋がりを有し、構造的な不正の中核となっている集団又は個人をいう。）
 - (8) 前各号に掲げる者と次のいずれかに該当する関係にある者
 - (i) 前各号に掲げる者が自己の事業又は自社の経営を支配していると認められること
 - (ii) 前各号に掲げる者が自己の事業又は自社の経営に実質的に関与していると認められること
 - (iii) 自己、自社若しくは第三者の不正の利益を図る目的又は第三者に損害を加える目的をもって前各号に掲げる者を利用したと認められること
 - (iv) 前各号に掲げる者に資金等を提供し、又は便宜を供与する等の関与をしていると認められること
 - (v) その他前各号に掲げる者と役員又は経営に実質的に関与している者が、社会的に非難されるべき関係にあると認められること
3. 当社又は利用者は、自ら又は第三者を利用して以下の各号の一にでも該当する行為を行わないことを表明し、保証する。
- (1) 暴力的な要求行為
 - (2) 法的な責任を超えた不当な要求行為
 - (3) 個別契約に基づく取引に関して、脅迫的な言動をし、又は暴力を用いる行為
 - (4) 風説を流布し、偽計又は威力を用いて相手方の名誉・信用を毀損し、又は相手方の業務を妨害する行為
 - (5) その他前各号に準ずる行為
4. 当社又は利用者は、本条の規定に反する事項が判明した場合、直ちに相手方にその事実を報告するものとする。

第16条 (法令等の遵守)

1. 当社又は利用者は、個別契約に関して、適用のある法律、政省令、通達若しくはガイドライン等又は自主規制機関等の定める諸規則等（私的独占の禁止及び公正取引の確保に関する法律を含み、以下「法令等」という。）を遵守するものとする。
2. 当社又は利用者は、個別契約に関して、法令等遵守のため必要となる措置（法令等遵守のため必要となる場合には、個別契約を締結する部門が発電・電力卸事業に係る部門である場合における自ら又はグループ会社の小売電気事業に係る部門との間の情報遮断措置、及び、個別契約を締結する部門が小売電気事業に係る部門である場合における自ら又はグループ会社の発電・電力卸事業に係る部門との間の情報遮断措置を含む。）を講ずるものとする。

第17条 (残存条項)

第11条、第12条、第13条第5項乃至第7項、第14条及び第17条乃至第19条の各規定は個別契約が終了した後も存続する。但し、第11条の規定は個別契約終了後2年間に限り有効とする。

第18条 (誠実協議)

本規約及び個別契約に定めのない事項、又はその解釈に疑義が生じた場合には、当社及び利用者は互いに誠意をもって協議のうえ、これを解決する。

第19条 (裁判管轄・準拠法)

1. 本規約及び個別契約に関する訴訟については、東京地方裁判所を第一審の専属的合意管轄裁判所とする。
2. 本規約及び個別契約は、全て日本法に従って解釈され、法律上の効力が与えられる。

第20条 (個別契約・本規約の変更)

1. 電気事業法その他の法令及び税制の改正、或は託送供給等約款その他関係する一般送配電事業者が定める諸規定の変更等により、個別契約の内容の見直しを余儀なくされる場合は、当社及び利用者は相手方に個別契約条件の変更について協議を申し入れることができる。
2. 当社は、自らが必要と判断した場合、利用者の承諾を得ることなく、本規約の追加、変更又は削除（以下、本条において「変更等」という。）を随時行うことができる。なお、変更等を行う場合には、当該変更等の内容を管理者に対して事前に通知するものとするが、変更等が利用者にも不利益を与えないものではないときは、事前の通知は不要とする。締結済みの個別契約については、本規約の変更等にかかわらず、契約締結時点における本規約の内容が参照されるものとし、これを変更する場合には、当社及び利用者が記名押印又は署名した別途書面により変更契約を締結するものとする。

1. 本規約**第10条第2項**に規定する免責清算金及び**第13条第5項**に規定する清算金は、以下の算定式で算出されるものとする（疑義を避けるために付言すると、免責清算金及び清算金はそれぞれ個別に算出され、合算されるものではない。）。なお、免責清算金には、不履行清算金単価及び不履行電力量は適用されない。

$$[\text{清算金}] = \Sigma([\text{各個別契約の未履行清算金単価}] \times [\text{各個別契約の未履行電力量}]) + \Sigma([\text{各個別契約の不履行清算金単価}] \times [\text{各個別契約の不履行電力量}])$$

2. [各個別契約の未履行清算金単価]の定義は以下の通りとする。

- (1) [実再構築費用単価]があれば[実再構築費用単価]

[実再構築費用単価]の定義は以下の通りとする。

解除該当者が買主の場合、[個別契約価格（燃料調整費付価格の場合は個別契約理論価格）] - [解除非該当者の実再販売価格]

解除該当者が売主の場合、[解除非該当者の実再購買価格] - [個別契約価格（燃料調整費付価格の場合は個別契約理論価格）]

個別契約理論価格とは、当該個別契約において定める価格計算式を参照して当社が算出し、利用者に対してポジションレポート等で通知した、契約解除日又は契約解除前の最終通知日における価格をいう。

実再販売価格もしくは実再購買価格とは、個別契約の解除から[2]営業日以内に解除非該当者が商業的合理的に最大限努力した形で再販売もしくは再購買を行った価格を指すものとする。

- (2) [実再構築費用単価]がなければ[想定再構築費用単価]

[想定再構築費用単価]の定義は以下の通りとする。

解除該当者が買主の場合、[個別契約価格（燃料調整費付価格の場合は個別契約理論価格）] - [契約解除時市況価格]

解除該当者が売主の場合、[契約解除時市況価格] - [個別契約価格（燃料調整費付価格の場合は個別契約理論価格）]

[契約解除時市況価格]とは、個別契約解除日の、enechain カーブの、当該商品の、当該限月価格を指すものとする。

ひと月未満の未履行電力量が発生した場合、契約解除時市況価格は以下の通り算出するものとする。

$$[\text{ひと月未満の未履行電力量の契約解除時市況価格}] = ([\text{当該月の enechain カーブ価格}] \times [\text{当該月の日数}] - [\text{契約解除時点の当該月における発表済み JEPX スポット価格算術平均}] \times [\text{契約解除時点の当該月における JEPX スポット価格発表済み日数}]) / [\text{契約解除時点の当該月における JEPX スポット価格未発表日数}]$$

3. [各個別契約の未履行電力量]の定義は以下の通りとする

個別契約に定める電力量のうち、個別契約の解除日から個別契約の受給終了日までに受給電される予定の kWh 数量。なお、免責清算金においては、「個別契約の解除日から個別契約の受給終了日まで」は「当社及び利用者の受電義務及び電力供給義務が免責されたことにより個別契約に定める電力量の全部又は一部が供給又は受電されなかった日」、及び、「受給電される予定の kWh 数量」は「受給電されるはずだった kWh 数量」と読み替えるものとする。

4. [各個別契約の不履行清算金単価]の定義は以下の通りとする。
不履行電力量が発生した各 30 分コマについて、個別契約に定める電力量 1kWh 当たりの電力量料金単価と、不履行電力量が発生したエリア（解除非該当者が給電者の場合は給電エリアを指し、受電者の場合は受電エリアを指す。）の、当該 30 分コマの、インバランス単価との値差。
5. [各個別契約の不履行電力量]の定義は以下の通りとする
個別契約に定める電力量のうち、個別契約の解除日までの間に解除該当者事由で計画不整合となり、受渡が行われなかった kWh 数量。但し、JEPX 渡しの場合には 0kWh とする。
6. 算出される[清算金]がゼロ以上となる場合、解除該当者から解除非該当者への払いとなる。
算出される[清算金]がゼロ未満となる場合、解除非該当者から解除該当者への払いとなる。
7. 上記の定めに関わらず、当社が解除該当者でありかつ当該個別契約の反対取引が現物取引の場合、[各個別契約の未履行清算金単価]は[想定再構築費用単価]とする。また、当社が解除該当者でありかつ当該個別契約の反対取引が先物取引の場合、[各個別契約の未履行清算金単価]は[想定再構築費用単価]に反対取引としての先物取引の清算実績を加味した金額とし、当社もしくは本金融機関は利用者に対して当該金額の算定根拠を示すものとする。

eClear General Terms and Conditions Ver 1.3

The eClear General Terms and Conditions (these “Terms and Conditions”) shall govern the rights and obligations between the company that has opened an account (the “User”) and eClear Corporation (the “Company”) when using the services (the “Services”) provided by the Company as stipulated in **Article 1**. In the case of using the Services, the User shall agree to all the contents of the Terms and Conditions.

Article 1. (Contents of the Service)

The Services provide the following functions by conducting physical electricity transaction based on an Individual Contract (as defined in **Article 6**; hereinafter the same) that the Company shall conclude with the User, and at the same time, by conducting physical power transaction or power futures transaction (the “Back-to-Back Transaction”) that is the opposite transaction with a third party (the “Counterparty”) corresponding to the physical electricity transaction with the User. To avoid any misunderstanding, the Company will not provide a service in which the Company bears market risks to independently conduct pricing for either "electricity spot transactions" or the corresponding "Back-to-Back Transaction" and then present such pricing to the User.

- (1) In the case that the Back-to-Back Transaction with the Counterparty is a physical power transaction;
 - (i) a function that reduces the credit risk of the Counterparty as seen by the User;
 - (ii) a function that reduces the credit risk of the User as seen by the Counterparty;
 - (iii) a function that ensures the anonymity of the User and the Counterparty;
 - (iv) a function that simplifies the practical work involved in buying and selling, including contract management and credit management, between the User and the Counterparty; and
 - (v) a function that reduces the cost of searching for Counterparty.
- (2) In the case that the Back-to-Back Transaction with the Counterparty is a power futures transaction;
 - (i) a function that connects transactions with different contract types, such as a physical power transaction between the User and the Company and a power future transaction between the Counterparty and the Company;
 - (ii) a function that ensures the anonymity of the User and the Counterparty;
 - (iii) a function that simplifies the practical work involved in buying and selling, including contract management and credit management, between the User and the Counterparty; and
 - (iv) a function that reduces the cost of searching for the Counterparty.

Article 2. (Related Agreements and Application)

1. In addition to the provisions of these Terms and Conditions, the definitions of terms used in these Terms and Conditions, and the necessary matters concerning the opening of accounts, use, and fees for the Services, etc., shall be governed by the eCloud Terms of Conditions (the “eCloud Terms and Conditions”) of enechain Corporation (“enechain”) and the eClear Transaction Regulations (BG Delivery), eClear Transaction Regulations (JEPX Delivery), the eClear Contract Performance Guarantee and Fee Regulations (collectively, the “Related Regulations”) shall apply.

[Sample Translation/Reference Purpose Only]

2. These Terms and Conditions, the eClear Transaction Regulations (BG Delivery), the eClear Transaction Regulations (JEPX Delivery), and the eClear Contract Performance Guarantee and Fee Regulations shall apply to an Individual Contract, and if there are any provisions in these Terms and Conditions and these Regulations that differ from the Individual Contract, the provisions of the Individual Contract shall take precedence.
3. In addition to the provisions of these Terms and Conditions and the Related Regulations, any necessary matters concerning the handling of personal information obtained by the Company and enchain shall be as provided in the enchain Group Privacy Policy (<https://enechain.co.jp/privacy>). With regard to the handling of personal information obtained by the Company, the same Privacy Policy shall apply by replacing the portion pertaining to enchain with the Company.

Article 3. (Account Opening Procedures, etc.)

1. Those who wish to use the Service (the “Applicant”) shall apply by filling in the necessary information on the eClear account opening application form and submitting it to the Company.
2. The Company shall conduct an examination of the Applicant after receiving the application form, and shall open an eClear account only for those whose application form has been accepted based on the results of the examination. If the Company does not accept an application, the reasons for this decision will not be disclosed to the Applicant. In addition, the Applicant may not object to this decision.
3. The Company will provide an explanation of important matters to the Applicant who has completed the account opening process. After receiving this explanation, the Applicant has to sign the eClear Important Matters Explanation Confirmation Form. The Company will provide the Service only to the Applicant who has signed the eClear Important Matters Explanation Confirmation Form.
4. The Company shall rely on the information provided in the account opening application form (the “Account Information”) when concluding any Individual Contract and fulfilling the obligations stipulated in the Individual Contracts. If there is any change to the Account Information, the User shall promptly notify the Company to that effect.
5. The Company shall not be liable for any damage incurred by the User as a result of relying on the Account Information in relation to the conclusion and execution of an Individual Contract, unless the Company has acted with willful misconduct or gross negligence.

Article 4. (Trader Registration and Identity Confirmation)

1. The User shall fill in the necessary information on the eClear account opening application form and register a person with eClear as a trader. The User shall designate each registered trader (the “Authorized Person”) as the sole person authorized to conduct transactions.
2. The User shall bear responsibility for ensuring that only the Authorized Person conducts transactions. Even if it becomes apparent after a transaction has been completed through an intermediary or other means that the person who conducted the transaction was not the Authorized Person, the transaction may not be cancelled unless eClear agrees to the cancellation of such transaction.

Article 5. (Business Days and Holidays)

1. The Company shall designate the following days as holidays and all other days as business days:
 - (i) Sundays;
 - (ii) Saturday;
 - (iii) National holidays as stipulated in the National Holidays Law of Japan; and
 - (iv) Year-end and New Year holidays (December 29th through January 3rd).
2. The Company may, when it deems necessary, designate temporary holidays or business days.
3. In the case of the preceding paragraph, the Company shall notify the User of temporary holidays or business days in advance to the extent practicable.

Article 6. (Individual Contracts)

1. With regard to the conclusion of an eClear electricity supply and demand Individual Contract between the User and the Company (the “Individual Contract”, and the Individual Contract that has not yet been concluded, and for which the User has newly applied to the Company for its conclusion, shall be referred to as a “New Individual Contract”), the procedures for the User's new application to the Company (the “Posting”), the procedure for the Company's acceptance of the Posting, and the procedure for the formation of a New Individual Contract between the User and the Company shall be in accordance with the eClear Contract Performance Guarantee and Fee Regulations.
2. The content of the Individual Contract that has been formed shall be stated in a contract copy of the eClear electricity supply and demand Individual Contract that is separately issued by the Company and sent to the User.
3. In the case of transaction where the delivery of the Individual Contract takes place between the Balancing Group (the “BG”) to which the User belongs and the BG to which the Company belongs (hereinafter the delivery between the BGs, the “BG Delivery”), the details of the transaction shall be in accordance with the eClear Transaction Regulations (BG Delivery), and in the case of transactions where the delivery of the Individual Contract takes place through the Japan Electric Power Exchange (the “JEPX”) (hereinafter, the delivery through JEPX, the “JEPX Delivery”), the details of the transaction shall be in accordance with the eClear Transaction Regulations (JEPX Delivery).
4. Regardless of whether the delivery is the BG Delivery or JEPX Delivery, the performance guarantee and fees shall be in accordance with the eClear Contract Performance Guarantee and Fee Regulations.

Article 7. (Compliance with Wheeling Service Provisions, etc.)

1. When supplying and receiving electricity (the “Electricity Supply and Receipt”) between the Company and the User through the Service, the Wheeling Service Provisions, etc. established by the General Electricity Transmission and Distribution Utility for the electricity supply and receipt areas for the Electricity Supply and Receipt (the “relevant TSO”), the various agreements that the Company or the User concludes with the relevant TSO in accordance with these, and the rules stipulated by the Organization for Cross-regional Coordination of Transmission Operators (the “OCCTO”).
2. The Company and the User will conclude the necessary wheeling agreements, etc. for the Electricity Supply and Receipt with the relevant TSO before opening an account to use the Services.

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3. Prior to the supply and receipt of electricity, the recipient of the electricity shall submit its demand and procurement plan or generation and procurement plan (the “Recipient’s Plan”) and the supplier of the electricity shall do their demand and sales plan or generation and sales plan (the “Supplier’s Plan”), respectively, to the OCCTO by the prescribed deadline without delay.
4. The Recipient’s Plan and the Supplier’s Plan set forth in the preceding paragraph shall be prepared in accordance with the provisions of the Individual Contract.
5. The Company and the User shall promptly notify each other if the supply and demand of electricity is restricted in whole or in part due to a power supply order from the relevant TSO or due to constraints on the grid interconnection facilities, substation facilities, or transmission line network associated with congestion management, based on the wheeling agreement, etc.
6. In the case of the Back-to-Back Transaction being a physical power transaction, the definition of weekdays and holidays for the supply and demand pattern shall be in accordance with the latest Wheeling Service Provisions, etc., stipulated by the relevant TSO in the supply and demand area, unless otherwise stipulated (however, in the case of a day stipulated as a holiday in the Wheeling Service provisions, etc., stipulated by the relevant TSO in either the supply or demand area, it shall also be treated as a holiday in the other area). In addition, if the opposite transaction is a power futures transaction, the definition of weekdays and holidays for the supply and demand pattern shall be as specified by the domestic or overseas commodity exchange where the power futures transaction is conducted.

Article 8. (No Warranty for System Use)

In addition to the matters listed in each item of **Article 12** of the eCloud Terms and Conditions, the Company makes no warranty whatsoever regarding the following matters concerning the system provided by the Company based on the Services (the “System”):

- (1) That the use of the System will meet the purpose or use intended by the User;
- (2) That the use of the System will not cause any problems or malfunctions in the User's computer;
- (3) The provision of the System on a permanent basis; and
- (4) The completeness and accuracy of the information provided by the Company based on the System.

Article 9. (Disclaimer regarding use of the System)

1. The Company will make its best efforts in the operation of the System based on the technical standards at the time; provided, however, that the Company will not be held responsible for any of the following damages incurred by the User.
 - (1) Any damage incurred or induced by the content of the System;
 - (2) Any damage caused by transactions conducted on the basis of data provided by the System;
 - (3) Any damage caused by system failures in the provision of the System;
 - (4) Any damage caused by the User's computer, network, software, or other environment;
 - (5) Any damage caused by restrictions on the provision of this system, suspension of this system, or changes to the content of the System;
 - (6) Any damage to computers, networks, software, etc. caused by computer viruses, etc. resulting from use of the System;

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- (7) Any damage caused by the leakage or theft of information (including but not limited to login passwords) used to log in to the System
 - (8) Any damage caused by other reasons that cannot be attributed to the Company
2. If a fault or defect occurs in the communication line, communication device or computer system (software/hardware) owned by the User, the User shall resolve the issue at their own responsibility and expense, and the Company shall not be obliged to investigate the cause or resolve the issue.

Article 10. (Exemption from Liability due to Force Majeure)

1. In the event that the performance of obligations under the Individual Contract becomes impossible or illegal due to reasons that cannot be attributed to the responsibility of either the Company or the User, such as natural disasters, geological changes, war, lightning, etc., or due to changes in laws, government ordinances, notifications, guidelines or various rules established by self-regulatory organizations, etc. that are applicable to the Individual Contract (the “Force Majeure Events”), to that extent, the Company and the User shall be exempt from their obligation to receive and/or supply electricity during the relevant supply period. Even if the Company or the User is able to fulfill their obligation to receive or supply electricity, if the Company determines that it is difficult to provide the Service due to the Force Majeure Event that has occurred with the Counterparty, the Company and the User shall be exempt from their obligation to receive and/or supply electricity as well.
2. In the event that the electricity receipt or supply of all or part of the electricity volume stipulated in the Individual Contract is not carried out due to the occurrence of the Force Majeure Event as stipulated in the preceding paragraph and the exemption of the electricity supply and/or receipt obligations of the Company and the User, settlement shall be carried out between the Company and the User based on the amount calculated in accordance with the provisions of **Paragraphs 1, 2 (2) and 3** of Appendix (the “FM Settlement Amount”); provided, however, that this paragraph shall only apply in cases where the Back-to-Back Transaction is a transaction using a domestic or overseas commodity exchange.
3. If a party is unable to fulfill its obligation to receive or supply electricity due to the Force Majeure Event, it shall promptly notify the other party in writing when it becomes aware that the Force Majeure Event has occurred, and shall endeavor to minimize the impact of the Force Majeure Event on the individual contract, and shall consult with the other party in good faith on the subsequent response.

Article 11. (Confidentiality Obligation)

1. The Company and the User shall not disclose any information obtained during the negotiation stage prior to the conclusion of the Individual Contract or the execution stage after the conclusion of the Individual Contract, including the fact of the conclusion of the Individual Contract and its content, as well as information disclosed in writing or by tangible means such as e-mail, etc., in which the disclosing party clearly states that the information is confidential to the receiving party, or information disclosed orally after being notified that it is confidential (provided, however, that the disclosing party notifies the receiving party in writing or by e-mail within 14 days of the date of disclosure that the information is subject to a confidentiality obligation) (the “Confidential Information”), without the prior written consent of the other party, to a third party (excluding to directors, officers and employees of the Company or the User or their group companies (including the

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Company or the User's affiliates, and any person who directly or indirectly holds 50% or more of the voting rights of the shares issued by the Company or the User (excluding treasury stock); hereinafter the same shall apply), or to professionals such as lawyers or certified public accountants, or the Guarantor defined in the eClear Contract Performance Guarantee and Fee Regulations (the "Guarantor"), to the extent necessary for the execution of the Individual Contracts and the performance of obligations under the Individual Contracts, and for credit screening and management operations for the execution of the Individual Contracts) shall not be disclosed, provided, or leaked to, or used for any purpose other than the execution of the Individual Contracts and the performance of obligations under the Individual Contracts.

2. Notwithstanding the preceding paragraph, the following information shall be excluded from the Confidential Information:
 - (1) Information that was already in the public domain at the time of disclosure by the disclosing party, or information that became public after disclosure by the disclosing party for reasons that cannot be attributed to the receiving party;
 - (2) Information that the receiving party already possessed at the time of disclosure;
 - (3) Information that the receiving party has independently developed without using the disclosing party's Confidential Information; or
 - (4) Information that the receiving party has lawfully obtained from a third party that has legitimate authority and to which the receiving party is not under any obligation of confidentiality.
3. Notwithstanding **Paragraph 1**, if disclosure is requested by a public institution such as a court, administrative agency, commodity exchange, the JEPX, regional organization, or a TSO and the OCCTO, disclosure may be made within the scope of the law, provided that the disclosing party is notified in advance of the receiving party and the content of the disclosure; provided, however that if prior notification is impossible due to urgent and unavoidable circumstances, notification immediately after disclosure shall be sufficient.

Article 12. (Prohibition of Assignment of Rights and Obligations)

1. Neither the Company nor the User may assign, succeed, or otherwise dispose of the contractual status of the Individual Contract or the rights or obligations arising from the Individual Contract to a third party without the prior written consent of the other party.
2. Notwithstanding the provisions of the preceding paragraph, the Company may establish a first-priority security interest (including a revolving security interest, same as blow) for the benefit of MUFG Bank, Ltd. (the "Financial Institution") and a second-priority security interest for Mitsubishi UFJ Trust and Banking Corporation, for all or part of any and all claims it has against the User based on the Individual Contract, may cause the User's relevant claims to be assigned, transferred, acquired, or otherwise disposed of to the Guarantor, upon payment of all or part of the Secured Obligations related to the Performance Guarantee and the User hereby gives its prior consent to this.

Article 13. (Termination of Contract)

1. In the event that the other party (the "Non-holder of Termination Right with Notice") fails to fulfill its obligations under the Individual Contract, the Company or the User (the "Holder of Termination Right with Notice") may give written notice to the Non-holder of Termination Right with Notice- to fulfill its obligations

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under the Individual Contract, and if the obligations are not fulfilled within two (2) business days of said notice, the Holder of Termination Right with Notice may terminate the Individual Contract.

2. In the event that the other party (the “Non-holder of Termination Right without Notice”, collectively with the Non-holder of Termination Right with Notice referred to as the “Non-holder of Termination Right”) is subject to one of the following reasons, the Company or the User (the “Holder of Termination Right without Notice”, collectively with the Holder of Termination Right referred to as the “Holder of Termination Right”) may take the following actions:
 - (i) If the User is the Non-holder of Termination Right without Notice, the Company may terminate the Individual Contract without notice
 - (ii) If the Company is the Non-holder of Termination Right without Notice, the Individual Contract shall be automatically terminated at 0:00 on the day following the day on which the reason for termination occurred.
 - (1) Subject to a business cancellation or suspension order from a regulatory authority;
 - (2) Subject to a suspension of payments;
 - (3) Receipt of a dishonored bill report or trading suspension order from the electronic exchange, or if the electronic monetary claims recorded as having occurred become unpayable;
 - (4) Receipt of a petition for seizure, provisional seizure, provisional disposition, auction, etc.;
 - (5) Having reasonable grounds to believe that the Company's assets have deteriorated and there is a risk of insolvency;
 - (6) Receipt of a petition for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation proceedings, or if the Company files such a petition itself;
 - (7) Resolution of dissolve; or
 - (8) Identification that the Company has violated the provisions of **Article 15**.
3. If the Holder of Termination Right terminates an Individual Contract based on the preceding two (2) paragraphs (including cases where an Individual Contract is automatically terminated based on the preceding paragraph), all other Individual Contracts that have already been concluded with the Non-holder of Termination Right shall be terminated without notice. Furthermore, any debt owed by the Non-holder of Termination Right to the Holder of Termination Right based on all Individual Contracts that have been terminated in accordance with the preceding two paragraphs and this paragraph (including the Settlement Amount in **Paragraph 5**) shall be offset against any credit owed by the Non-holder of Termination Right to the Holder of Termination Right based on the relevant Individual Contract (including the Settlement Amount in **Paragraph 5**). Provided, however, that this shall not apply in cases governed by Article 13-2.
4. If the Non-holder of Termination Right does not fulfill its obligations within two (2) business days of receiving a notice in accordance with **Paragraph 1**, or if any of the events listed in each item of **Paragraph 2** occur, or if any of the Individual Contracts concluded based on these Terms and Conditions are terminated, the Non-holder of Termination Right shall lose the benefit of time with regard to the performance of all obligations to the other party for all Individual Contracts, and shall immediately pay the full amount of the debt to the Holder of Termination Right.
5. If an Individual Contract is terminated in accordance with this Article and all or part of the electricity volume stipulated in the Individual Contract is not supplied or received, a settlement shall be made between the Non-holder of Termination Right and the Holder of Termination Right based on the amount calculated in accordance

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with the provisions of Annex (the "Settlement Amount").

6. [Intentionally left blank]
7. The Non-holder of Termination Right who has requested termination in accordance with **Paragraphs 1 through 3** shall immediately be liable for compensation for any direct damages arising from the termination (for the avoidance of doubt, this does not include opportunity losses, etc. other than transactions based on the individual contract that has been terminated, and **Article 14, Paragraph 2** shall apply excluding the Settlement Amount) (the "Damages"). However, this shall not apply if the Damages are caused by the willful misconduct or gross negligence of the party who has requested termination.
8. The provisions of **Paragraph 5** shall apply mutatis mutandis in cases where an Individual Contract is terminated due to the bankruptcy of the Company or the User (including cases where the contract is terminated pursuant to Article 53, Paragraph 1 of the Bankruptcy Act, Article 49, Paragraph 1 of the Civil Rehabilitation Act, or Article 61, Paragraph 1 of the Corporate Reorganization Act, or cases where the contract is deemed to have been terminated pursuant to Article 58, Paragraph 1 of the Bankruptcy Act (including cases where applied mutatis mutandis pursuant to Article 51 of the Civil Rehabilitation Act or Article 63 of the Corporate Reorganization Act)), treating the bankrupt party as the Non-holder of Termination Right and the other party as the Holder of Termination Right.

Article 13-2. (Special Provisions for Fuel Surcharge-Based Price Transactions)

1. If a User's Individual Contract falls under a fuel surcharge-based price transaction, such Individual Contract (hereinafter referred to as the "Fuel Surcharge Individual Contract") shall differ from transactions under these Terms and Conditions and the Related Regulations (excluding this Article) in the following respects.
 - (1) If the Back-to-Back Transaction of a Fuel Surcharge Individual Contract is terminated pursuant to **Paragraphs 1 through 3 of the preceding Article**, the Company shall notify the User in writing (including by email, etc.) of the date of such termination (hereinafter referred to as the "Back-to-Back Transaction Termination Date") as promptly as practicable, and if the Company requests in writing (including by email, etc.) within two (2) business days from the Back-to-Back Transaction Termination Date, all or the portion of the Fuel Surcharge Individual Contract designated by the Company shall terminate retroactively as of the Back-to-Back Transaction Termination Date. The provisions of **Paragraph 3 of the preceding Article** shall not apply in connection with such termination. If the Company does not make a request pursuant to this item within such two (2) business days, the right of termination under this item shall lapse.
 - (2) If a Fuel Surcharge Individual Contract is terminated pursuant to the preceding item, settlement shall be conducted in accordance with **Paragraph 5 of the preceding Article**, mutatis mutandis. In such case, the Settlement Amount under the Fuel Surcharge Individual Contract shall be calculated pursuant to **Paragraph 7 of the Annex**, treating the Company as the "Non-holder of Termination Right" as defined in the Annex.
 - (3) The conditions for payment of the Settlement Amount and other payment obligations (including payment deadlines, set-off, and late payment damages) pursuant to the preceding item shall be governed by **Paragraphs 5 and 7 of the preceding Article** and the provisions of the Annex, applied mutatis mutandis.
2. If all or part of an Individual Contract is to be terminated pursuant to Paragraph 1 above, the Company shall,

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upon request by the User, provide documentation objectively evidencing the occurrence of a ground for termination under **Paragraphs 1 through 3 of the preceding Article** in the relevant Back-to-Back Transaction (provided, however, that the name of the counterparty and any other information that could identify such counterparty shall be redacted).

3. In addition to the provisions of the preceding two paragraphs, the provisions of this Article shall take precedence over other provisions with respect to the application of these Terms and Conditions and the Related Regulations to Fuel Surcharge Individual Contracts; provided, however, that the special provisions of this Article shall not apply to the special transactions stipulated in **Article 5** of the eClear Contract Performance Guarantee and Fee Regulations.

Article 14. (Compensation for Damages)

1. The Company and the User shall be liable to compensate the other party for any Damages (including reasonable attorney's fees) caused by reasons attributable to that party, including, without limitation, any inconsistency in the final plans of the Supplier's Plan and the Recipient's Plan which has been submitted to OCCTO.
2. Notwithstanding the preceding paragraph, except in cases where there are separate provisions in these Terms and Conditions or the Individual Contracts, or in cases of willful misconduct or gross negligence on the part of the other party, neither the Company nor the User shall be liable to compensate the other party for indirect or special damages, such as lost profits, operating losses, or loss of use, incurred by the Company or the User in relation to the Services.

Article 15. (Exclusion of Antisocial Forces)

1. The Company and the User represent that neither the Company nor the User, nor any of its officers, agents, or major investors, nor any of its agents or intermediaries, falls under the category of antisocial forces, and that none of them fall under any of the following items, and guarantee that they will not fall under any of them in the future:
 - (1) Having a relationship in which it is recognized that antisocial forces control the management;
 - (2) Having a relationship that is recognized as involving the substantial involvement of antisocial forces in management;
 - (3) Having a relationship that is recognized as involving the improper use of antisocial forces, such as for the purpose of gaining illicit profits for oneself or a third party, or for the purpose of causing damage to a third party;
 - (4) Having a relationship that is recognized as involving the provision of funds, etc. to antisocial forces, or the provision of favors, etc.; or
 - (5) An officer or a person substantially involved in management has a relationship with antisocial forces that is socially reprehensible.
2. In this Article, the term "antisocial forces" refers to any person who falls under any of the following items:
 - (1) A gangster (which means a gangster prescribed in Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991; hereinafter referred to as the "Anti-Organized Crime Group Act"), hereinafter the same shall apply);
 - (2) Organized crime group member (refers to an organized crime group member as defined in Article 2, Item

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6 of the Organized Crime Countermeasures Act, hereinafter the same apply.);

- (3) Organized crime group associate (refers to a person who has a relationship with an organized crime group other than an organized crime group member and who is likely to commit violent illegal acts, etc. with the backing of the power of the organized crime group, or who cooperates with or is involved in the maintenance or operation of the organized crime group by supplying funds, weapons, etc. to the organized crime group or organized crime group members, hereinafter the same apply.):
- (4) Organized crime group-affiliated companies (companies in which organized crime group members are substantially involved in management, or companies managed by organized crime group associate members or former organized crime group members that actively cooperate with or are involved in the maintenance or management of organized crime groups, such as by providing funds to organized crime groups, or companies that actively use organized crime groups in the execution of their business, etc., and cooperate with the maintenance or management of organized crime groups);
- (5) General meeting racketeers, etc. (refers to those who may commit violent illegal acts, etc. in order to seek illicit profits from companies, and who pose a threat to the safety of citizens' lives);
- (6) Social movement racketeers, etc. (refers to those who may commit violent illegal acts, etc. in order to seek illicit profits by disguising or claiming to be involved in social movements or political activities, and who pose a threat to the safety of citizens' lives);
- (7) Specially Intelligent Violent Groups, etc. (refers to groups or individuals that use their power or have financial connections with organized crime groups, and are at the core of structural injustice, with a background of connections to organized crime groups); or
- (8) Persons who have a relationship with any of the persons listed in the preceding items that falls under any of the following:
 - (i) It is recognized that the persons listed in the preceding items control the person's business or the management of their company;
 - (ii) It is recognized that the persons listed in the preceding items are substantially involved in the person's own business or the management of their company;
 - (iii) It is recognized that the person has used the persons listed in the preceding items for the purpose of gaining illicit profits for the person, the company, or a third party, or for the purpose of causing damage to a third party;
 - (iv) It is recognized that the person has provided funds, etc. to the persons listed in the preceding items or has been involved in providing them with benefits, etc.; or
 - (v) Any other relationship that would be considered socially reprehensible between the persons listed in the preceding items and the officers or persons substantially involved in management.

3. The Company and the User represent and warrant that they will not engage in any of the following acts, either by themselves or through a third party:

- (1) Acts of making violent demands;
- (2) Acts of making unreasonable demands that exceed legal liability;
- (3) Making threats or using violence in relation to transactions based on individual contracts;
- (4) Spreading rumors, using fraudulent means or force to damage the other party's reputation or credibility, or interfering with the other party's business; or

- (5) Any other actions similar to those listed in the preceding items.
4. If it is discovered that either the Company or the User has violated the provisions of this Article, the Company or the User shall immediately report the fact to the other party.

Article 16. (Compliance with Laws and Regulations)

1. The Company or the User shall comply with the applicable laws, government ordinances, notifications, guidelines, etc., or various rules, etc., established by self-regulatory organizations, etc. (including the Act on Prohibition of Private Monopolization and Maintenance of Fair Trade; hereinafter referred to as “Laws and Regulations, etc.”) with regard to the Individual Contract.
2. The Company or the User shall take the measures necessary to comply with the Laws and Regulations, etc. (including, where necessary for compliance with the Laws and Regulations, etc., measures to block information (i) between the department that concludes the Individual Contract and the department that is involved in the retail electricity business, in the case where the department that concludes the Individual Contract is involved in the power generation and wholesale electricity business, or (ii) between the department that concludes the Individual Contract and the department that is involved in the power generation and wholesale electricity business, in the case where the department that concludes the Individual Contract is involved in the retail electricity business.

Article 17. (Surviving Provisions)

The provisions of Article 11, Article 12, Article 13, Paragraphs 5 through 7, Article 14, and Articles 17 through 19 shall survive the termination of the Individual Contract; provided, however, that the provisions of Article 11 shall remain in effect for a period of two years after the termination of the Individual Contract.

Article 18. (Good Faith Consultation)

In the event of any matter not stipulated in these Terms and Conditions or the Individual Contract, or any doubt arising in the interpretation thereof, the Company and the User shall resolve the matter through good faith consultation.

Article 19. (Jurisdiction and Governing Law)

1. The Tokyo District Court shall be the court of exclusive jurisdiction for the first trial for any litigation related to these Terms and Conditions and Individual Contracts.
2. These Terms and Conditions and Individual Contracts shall be interpreted and given legal effect in accordance with Japanese law.

Article 20. (Changes to Individual Contracts and these Terms and Conditions)

1. If the content of an Individual Contract is forced to be reviewed due to revisions to the Electricity Business Act or other laws and regulations, or to the revision of the General Supply and Distribution Service Provisions or other regulations stipulated by the relevant General Supply and Distribution Service Provider, the Company and the User may request consultations with the other party regarding changes to the terms and conditions of the Individual Contract.

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2. The Company may, when it deems necessary, add to, change or delete (hereinafter referred to as “Change, etc.” in this article) these Terms and Conditions at any time without obtaining the consent of the User. In the event of making any changes, etc., the details of such changes, etc., shall be notified to the administrator in advance, but if the changes, etc., do not cause any disadvantage to the User, prior notification shall not be required. With regard to individual contracts that have already been concluded, notwithstanding any changes, etc., to these Terms and Conditions, the content of these Terms and Conditions at the time of contract conclusion shall be referred to, and in the event of making any changes, a change contract shall be concluded by a separate document signed and sealed by the Company and the User.

1. The FM Settlement Amount stipulated in **Article 10, Paragraph 2** of these Terms and Conditions and the Settlement Amount stipulated in **Article 13, Paragraph 5** shall be calculated using the following formula (for the avoidance of doubt, the FM Settlement Amount and the Settlement Amount shall be calculated separately and not added together). The unit price of default Settlement Amount and the default electricity volume shall not be applied to the FM Settlement Amount.

[The Settlement Amount] = Σ ([unit price of unfulfilled Settlement Amount for each Individual Contract] x [unfulfilled electricity volume for each Individual Contract]) + Σ ([unit price of default Settlement Amount for each Individual Contract] x [default electricity volume for each Individual Contract])

2. The definition of [unit price of unfulfilled Settlement Amount for each Individual Contract] is as follows;

- (1) If there is an [unit price of actual reconstruction cost], then [unit price of actual reconstruction cost]

The definition of [unit price of actual reconstruction cost] is as follows;

If the Non-holder of Termination Right is the purchaser, then [Individual Contract price (or the Individual Contract Theoretical Price in the case of a fuel surcharge-based price)] - [actual resale price of the Holder of Termination Right]

If the Non-holder of Termination Right is the seller, then [actual purchase price of the Holder of Termination Right] - [Individual Contract price (or the Individual Contract Theoretical Price in the case of a fuel surcharge-based price)]

The "Individual Contract Theoretical Price" means the price calculated by the Company with reference to the price calculation formula specified in the Individual Contract and notified to the User in the position report, etc., on the date of termination of the contract or the date of the last notification prior to the termination of the contract.

The actual resale price or actual repurchase price shall be the price at which the Holder of Termination Right resells or repurchases the commodity with a commercially reasonable effort within [2] business days of the termination of the individual contract.

- (2) If there is no [unit price of actual reconstruction cost], then the [unit price of assumed reconstruction cost]

The definition of the [unit price of assumed reconstruction cost] is as follows

If the Non-holder of Termination Right is the recipient, then [Individual Contract price_(or the Individual Contract Theoretical Price in the case of a fuel surcharge-based price)] - [market price at the time of contract termination]

If the Non-holder of Termination Right is the supplier, [market price at the time of contract termination] - [Individual Contract price_(or the Individual Contract Theoretical Price in the case of a fuel surcharge-based price)]

The [market price at the time of contract termination] shall refer to the price of the relevant commodity for the relevant contract month on the enchain curve on the date of termination of the Individual Contract.

If the amount of electricity not yet delivered is less than one month, the market price at the time of contract cancellation shall be calculated as follows:

[Market price at the time of contract termination for unfulfilled electricity volume for less than one month] = ([enechain curve price for the relevant month] x [number of days in the relevant month] - [number of days for which the JEPX spot price for the relevant month has already been announced at the time of

[Sample Translation/Reference Purpose Only]

contract termination] x [number of days for which the JEPX spot price for the relevant month has already been announced at the time of contract termination) / [number of days for which the JEPX spot price for the relevant month has not yet been announced at the time of contract termination])

3. The definition of [unfulfilled electricity volume for each Individual Contract] is as follows:

The amount of kWh scheduled to be received between the termination date of the Individual Contract and the end of supply date of the Individual Contract.

For the purposes of the FM Settlement Amount:

The phrase “between the termination date of the Individual Contract and the end of supply date of the Individual Contract” shall be read as “the date(s) on which all or part of the amount of electricity specified in the Individual Contract was not supplied or received due to the exemption of the Company and the User's obligation to supply or receive electricity”.

The phrase “the amount of kWh scheduled to be received” shall be read as “the amount of kWh that was scheduled to be received”.

4. The definition of [unit price of default Settlement Amount for each Individual Contract] is as follows:

The difference between the Individual Contract price per kWh and the imbalance unit price for the area (if the Holder of Termination Right is the supplier, “area” refers to the supply area, and if the Holder of Termination Right is the recipient, “area” refers to the receipt area) for the 30-minute period in which the defaulted electricity volume occurred.

5. The definition of [default electricity volume for each Individual Contract] is as follows:

If it is BG Delivery, the amount of kWh specified in the Individual Contract that was not delivered due to the Non-holder of Termination Right failing to provide OCCTO with the correct Recipient's Plan or Supplier's Plan (whichever is applicable).

If it is JEPX Delivery, the amount of kWh that was not delivered due to a breach of Individual Contract shall be deemed zero (0).

6. If the calculated the [Settlement Amount] is zero (0) or more, it will be paid from the Non-holder of Termination Right to the Holder of Termination Right.

If the calculated the [Settlement Amount] is less than zero (0), it will be paid from Holder of Termination Right to the Non-holder of Termination Right.

7. Notwithstanding the above, if the Company is the Non-holder of Termination Right:

The [unit price of unfulfilled Settlement Amount for each Individual Contract] for physical power transaction out of the relevant Back-to-Back Transactions shall be replaced with the [unit price of assumed reconstruction cost].

For the power futures transaction out of the relevant Back-to-Back Transactions, the [unit price of unfulfilled Settlement Amount for each Individual Contract] shall be calculated as the [unit price of assumed reconstruction cost] adjusted by reflecting the actual settlement results of futures transactions, for which the Company or the Financial Institution shall show the User the basis of the calculation.