

CLP Renewable Energy Certificate (CLP REC) Purchase Form

Part A) Customer Information

Name of Registered Customer	CLP Electricity Supply Account Number
Contact Person (if different from the above)	Contact Information Mobile Phone: Home/Office Phone: Email Address (for receiving digital CLP REC):

Part B) CLP REC Purchase Information

Purchase Quantity (Minimum purchase quantity is 100 kWh)	One-off purchase
(kWh)	□ Year-by-year purchase

Part C) Payment Method (Please tick the appropriate box and fill in the required information)

□ Credit Card Card Type: □ Visa □ Mastercard	 Crossed Cheque (Please make your cheque payable to "CLP Power Hong Kong Limited" and mail it together with this form)
Card Holder's Name:	Account Holder's Name:
Card Number:	Bank:
Expiry Date: (MM/YY)	Cheque Number:

Part D) Certificate Information (Please tick the appropriate box)

Language		Consent to CLP to publish your CLP REC purchase related
English	□ Chinese	information online for public access (See note 4.3.b. of IMPORTANT NOTES)
		□ Yes □ No

Part E) Declaration (Please tick to confirm)

□ I/We have read the details above and agreed to purchase the CLP REC described above in accordance with the terms set out under the "CLP Renewable Energy Certificate Terms and Conditions" and the "CLP Renewable Energy Certificate (CLP REC) Specification", and any other terms and conditions in connection with the CLP REC prescribed by CLP (as may be revised by CLP from time to time). I/We have also read the section below under "Important Notes".

□ It is hereby confirmed that the undersigned is the Registered Customer and that the details provided in this form are true and accurate.

Authorised Signature (including company chop, if applicable):	Customer Name:
	Date:

IMPORTANT NOTES

1. SUBMISSION OF APPLICATION

Please complete and return this form to CLP in one of the following ways:

- by post to "Customer Success & Sales Department" (for business customers)/ "Customer Success & Sales Department /Residential Sales" (for residential customers), CLP Power Hong Kong Limited, 7/F, 215 Fuk Wa Street, Kowloon, Hong Kong;
- in person at any CLP Power Customer Service Centre during office hours; or
- directly to your account manager.

2. PRICING

For the avoidance of doubt, customers are required to pay for their energy consumption at the prevailing tariff rates as billed to their CLP electricity supply account regardless of the CLP REC purchase quantity.

3. ENQUIRY

For any enquires regarding the CLP REC, you may contact your account manager or call us on 2678 0322.

4. PERSONAL INFORMATION COLLECTION STATEMENT

CLP is committed to protecting your privacy. Set out below is information about the way we collect and use your personal data.

4.1. Personal Data We Hold

Personal data held by CLP includes information such as your name and address which is collected from you directly, and other information such as payment records that is gathered during the course of your dealings with CLP.

4.2. Purpose of Collection

- a. CLP may use the personal data held by us for the purpose of processing your purchase. CLP may also use such personal data to:
 - Supply you with services, facilities and goods
 - Respond to and follow up on your enquiries
 - Conduct customer surveys
 - Conduct research and perform statistical analysis
 - Notify you of changes to our services that may affect you
- Develop new products and services
- Process billing, payments and sales orders
- Conduct direct marketing activities (including making appeals for non-profit organisations that may or may not be related to CLP)
- Meet regulatory requirements
- b. In the absence of your personal data we may not be able to process your purchase request of the CLP REC.

4.3. Transfer of Personal Data

- a. CLP may, for any of the purposes stated above, transfer any of your personal data to the following third parties:
 - Related CLP companies, including subsidiaries and affiliated companies within the CLP Group in Hong Kong;
 - Service providers (including cloud service providers and service providers outside Hong Kong) engaged by CLP for any of the purposes stated above;
 - Banks, credit card companies and payment platforms which are offering payment services to CLP for facilitating CLP's services that you have received; and
 - Other entities (including entities outside Hong Kong) for the purposes of conducting research and preparing statistics relating to any of the purposes stated above.
- b. Subject to you giving consent, information such as your name and the CLP REC purchase quantity will be made available in the CLP REC Hall of Fame on CLP's website which is accessible by the public to ascertain whether you are the holder of the CLP REC.
- c. CLP will disclose your personal data when required to do so by law or in response to requests from law enforcement agencies or other government and regulatory authorities.

4.4. Access and Correction of Personal Data

a. You have the right to request access to, the correction and erasure of, your personal data in accordance with, where applicable, the provisions of the Personal Data (Privacy) Ordinance (Cap. 486), and any other data protection law as applicable. Requests for access, correction and/or erasure of personal data, as well as withdrawal of consent, where applicable, should be made by letter or email addressed to our Data Protection Officer at csd@clp.com.hk, addressed to:

CLP Power Hong Kong Limited Data Protection Officer 13/F, 6 On Lai Street Shatin, NT, Hong Kong.

4.5. Privacy Policy Statement

- a. You can find out more about CLP's policies on privacy and personal data protection by accessing our privacy policy statement, available on the CLP website at https://www.clp.com.hk/en/privacy-policy.
- b. Unless specified otherwise, references to **CLP** shall mean CLP Power Hong Kong Limited and the **CLP Group** shall mean CLP Holdings Limited, its subsidiaries and affiliates.

5. CLP Renewable Energy Certificate (CLP REC) Specification and Product Content Label

You can find out more about the CLP REC by referring to CLP Renewable Energy Certificate (CLP REC) Specification and Product Content Label available on CLP website at <u>www.clp.com.hk</u>.

CLP Power Hong Kong Limited A member of the CLP Group

CLP Renewable Energy Certificate Terms and Conditions

1. Title of Environmental Attributes

As a holder of a CLP REC, you are entitled to the Environmental Attributes of the Renewable Electricity associated with the CLP REC you purchased.

Your rights and interests in the CLP REC is personal to you and you are not allowed to resell, transfer or assign in part or in whole or grant any rights or interests to any third party or trade it in other trading platforms.

Only you are authorised to make public statements on the use of Renewable Electricity or Environmental Attributes associated with the CLP REC you purchased.

2. Price

The CLP REC will be charged according to the prevailing price published in CLP website at <u>www.clp.com.hk</u> at the time of purchase or as announced by CLP from time to time.

3. Purchase

You can purchase CLP RECs representing 100 kWh or more of Renewable Electricity.

The purchase of CLP REC is subject to the inventory of Renewable Electricity available at time of the purchase. CLP gives no guarantee or warranty of the availability of CLP RECs for sale and purchase at any time.

A CLP REC is deemed to be sold upon receipt of the relevant payment from you. Once the CLP REC is sold, you may not cancel any part of your purchase order. A refund will only be given to the extent the units of Renewable Electricity represented by the CLP REC you wish to purchase are not available.

CLP has the right to terminate the purchase order if you fail to pay the purchase price before the specified due date and time (if applicable).

4. Delivery

Upon receipt of your CLP REC purchase payment, CLP will issue you a digital CLP REC with the quantity of the Renewable Electricity the CLP REC you purchased represents.

5. Limitation of liability

CLP's liability to you is limited to the amount of the purchase price received. Your liability to CLP is limited to the purchase price of the CLP REC. In no event shall any party be liable for any obligations and claims, including but not limited to liability, for consequential, incidental, punitive, exemplary, or indirect damages in tort, or otherwise.

If advice or information is sought from and given by CLP, you understand and accept that such advice or information is given for reference only and it is your responsibility to make your independent decision regarding the purchase of the CLP REC.

6. General provisions

- 6.1 Third Parties: These Terms and Conditions are not enforceable under Hong Kong law by a person that is not a party to these Terms and Conditions (including by way of any exercise or purported exercise of any statutory rights available to such third party under the Contracts (Rights of Third Parties) Ordinances (Cap. 623)).
- 6.2 Entire Agreement: These Terms and Conditions, the CLP Renewable Energy Certificate (CLP REC) Purchase Form and the CLP Renewable Energy Certificate (CLP REC) Specification constitute the entire terms and conditions between the parties and supersede all prior agreements or understandings, whether verbal or written.
- 6.3 **No Assignment**: You may not assign these Terms and Conditions to another party.
- 6.4 **Inconsistency**: To the extent that there is any inconsistency between the English version of a CLP REC Document and the Chinese version of a CLP REC Document, the English version shall prevail.

7. Applicable law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

8. Definitions and interpretation

"CLP, us, our and we" means CLP Power Hong Kong Limited;

"CLP REC" means CLP Renewable Energy Certificate;

"CLP REC Document" means these Terms and Conditions, the CLP Renewable Energy Certificate (CLP REC) Purchase Form, the CLP Renewable Energy Certificate (CLP REC) Specification and the Product Content Label;

"Environmental Attributes" means the rights to claim all greenhouse gas and other pollutant emissions reduction benefits associated with the unit of Renewable Electricity when it was generated;

"Government" means the Government of the Hong Kong Special Administrative Region;

"**Renewable Electricity**" means the electricity generated from eligible renewable energy systems;

"**you** and/or **your**" means the person or corporate whose signature or chop is on the CLP REC purchase form.