

DEFINITIONS

- 1. ACT**
The Electricity Supply Act 1990 (Act 447) and/or any regulations and orders made hereunder including any amendment, revision, modification or enactment made thereto or thereof from time to time.
- 2. APPLICATION FORM**
The form to apply for the subscription of Green Electricity under the GET Programme in a digital version via online application.
- 3. BILLING CYCLE PERIOD**
The period for which electricity bills are prepared for the Consumer by TNB in accordance with the Licensee Supply Regulations 1990, being (i) the period beginning on the Commencement Date and ending on the date on which the first bill is issued by TNB to the Consumer following the occurrence of such Commencement Date, (ii) each one (1) Month period thereafter during the term of this Contract and (iii) the period beginning from the date following the last date of the immediate preceding bill and ending on the date this Contract effectively terminates in accordance with its terms.
- 4. COMMENCEMENT DATE**
The commencement date as indicated in TNB's notification to the Consumer that the Consumer's application for subscription of Green Electricity under the GET Programme has been approved.
- 5. CONSUMER**
A person who is supplied with electricity or whose premises are for the time being connected for the purpose of supply of electricity by the Supply Authority or TNB and whose application for subscription of Green Electricity under the GET Programme has been approved.
- 6. CONTRACT**
The contract comprising the terms and conditions hereunder and the Application Form, in compliance with the Guidelines.
- 7. ELECTRICITY SUPPLY CONTRACT**
The existing electricity supply contract between the Consumer and TNB for the supply of electricity in accordance with the Act and relating to the account number indicated in TNB's notification to the Consumer that the Consumer's application for subscription of Green Electricity under the GET Programme has been approved.
- 8. ENERGY COMMISSION**
The Energy Commission established under the Energy Commission Act 2001.
- 9. GET PREMIUM**
A premium tariff rate to be charged to a Consumer for the subscription and consumption of Green Electricity under the GET Programme, as such rate may be determined by the Energy Commission, with the approval of the Minister.
- 10. GET QUOTA**
The allocation of Green Electricity available for subscription under the GET Programme which is determined by TNB based on the availability of Green Electricity.
- 11. GREEN ELECTRICITY**
Electricity generated from renewable energy resources.
- 12. GREEN ELECTRICITY BLOCK**
An amount of 100kWh of Green Electricity for a residential Consumer or an amount of 1MWh of Green Electricity for a non-residential Consumer, as the case may be.
- 13. GREEN ELECTRICITY TARIFF PROGRAMME or GET PROGRAMME**
A programme for the Consumer to purchase Green Electricity together with mREC.
- 14. GUIDELINES**
The Guide on Green Electricity Tariff issued by the Energy Commission, as may be amended from time to time.
- 15. IMBALANCE COST PASS-THROUGH or ICPT**
A mechanism under the Incentive Based Regulation (IBR) framework which allows TNB as the utility to reflect changes (either increase or reduction) in fuel and other generation-related costs in the electricity tariff every six (6) months in the form of a rebate or surcharge.
- 16. KUMPULAN WANG TENAGA BOLEH BAHARU or KWTBB**
The "Kumpulan Wang Tenaga Boleh Baharu" or the Renewable Energy Fund established under the Renewable Energy Act 2011.
- 17. MALAYSIA RENEWABLE ENERGY CERTIFICATE or mREC**
An e-certificate for renewable energy certificates which have been redeemed by TNBX in the relevant REC Registries for the benefit of a GET Consumer and representing the environmental attributes of such amount of Green Electricity generated and delivered to the grid, as stated in such e-certificate.
- 18. MONTHLY MINIMUM CHARGE or MMC**

A monthly charge applicable to a Consumer in the event his monthly total electricity bill (kW and/or kWh) is less than the stated amount stipulated in the prevailing Tariff as approved by the government.

- 19. MONTH**
A calendar month, and the word "Monthly" shall be construed accordingly.
- 20. REC REGISTRIES**
Such internationally acclaimed renewable energy certificate registries with which TNBX has been registered as a registrant and/or participant with a trading account from time to time. "REC Registry" refers to any one of them.
- 21. RENEWABLE ENERGY PLANT or RE PLANT**
Any power generation plant using a renewable energy resource for primary energy conversion, connected to the transmission or distribution network and registered or registrable with any of the REC Registries.
- 22. SUBSCRIPTION CYCLE**
A period of one (1) year from the Commencement Date and every subsequent one (1) year period thereafter.
- 23. SUPPLY AUTHORITY**
Any statutory authority established by an Act of Parliament or any other law to generate and/or supply electricity.
- 24. TARIFF**
The applicable tariff rates to be charged to the Consumer for the consumption of electricity, as provided in the tariff schedule published on TNB's website or a customised electricity supply contract, as the case may be, as such rate may be determined by the Energy Commission, with the approval of the Minister.
- 25. TNB**
Tenaga Nasional Berhad (Registration No. 199001009294 (200866-W)), a company incorporated in Malaysia under the Companies Act 1965 and with its registered address at Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129 Jalan Bangsar, 59200 Kuala Lumpur and having branches in Peninsular Malaysia.
- 26. TNBX**
TNBX Sdn. Bhd. (Company Registration No: 201701040742 (1254915-P)) which is a subsidiary of TNB with the registered address at Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129, Jalan Bangsar, Kuala Lumpur, Wilayah Persekutuan.

A. TERM OF CONTRACT AND SUBSCRIPTION CYCLE

- 1. TERM**
This Contract shall be effective on the Commencement Date and shall remain in effect unless otherwise terminated by either party in accordance with the provisions of this Contract.
- 2. SUBSCRIPTION CYCLE**
The term of this Contract comprises Subscription Cycles with a new Subscription Cycle automatically commencing upon the expiry of an earlier Subscription Cycle. The terms and conditions of this Contract apply to each Subscription Cycle during the term of this Contract.

B. CONSUMER'S COVENANTS

- 3. TO TAKE SUPPLY**
The Consumer shall take supply of Green Electricity at its premises based on the GET Premium.
- 4. TERMINATION BY THE CONSUMER**
The Consumer may terminate this Contract by giving TNB written notice of such intended termination at least fourteen (14) working days prior to the expiry of the current Subscription Cycle. The said written notice shall be served by:-
 - (a) hand delivery; or
 - (b) registered post; or
 - (c) any applicable means which shall be determined by TNB.

Subject to the foregoing, the termination of this Contract under this Clause 4 shall be effective on the day falling immediately after the expiry of the Subscription Cycle in which the said written notice was served under this Clause 4.

Termination of this Contract shall not affect the rights and obligations of the Parties which have accrued prior to the date of termination of this Contract.

- 5. APPLICANT DECLARATION**
The Consumer shall abide at all times to the Applicant Declaration as stipulated in the Application Form.

C. IT IS HEREBY AGREED BY BOTH PARTIES

- 6. MALAYSIA RENEWABLE ENERGY CERTIFICATE (mREC)**

- (a) TNB shall transfer an mREC to the Consumer on a yearly basis, within one (1) Month after the end of each calendar year, based on the actual Green Electricity subscribed and consumed by the Consumer in such calendar year.
- (b) Upon a written request by the Consumer prior to the end of each calendar year, TNB shall have the discretion to approve the transfer of an mREC beyond the actual Green Electricity subscribed by the Consumer subject to the GET Quota and the amount of electricity consumed by the Consumer in such calendar year. If such request is approved, TNB shall issue an invoice to the Consumer for the additional mREC requested by the Consumer based on the GET Premium within thirty (30) days from the date of approval. The mREC shall be transferred to the Consumer within thirty (30) days from the date of payment of such invoice in full by the Consumer or such other period as may be agreed by TNB and the Consumer.
- (c) The transfer of the mREC shall be done electronically by TNB or its authorised delegate.
- (d) If this Contract is terminated in accordance with the terms herein, TNB shall transfer an mREC to the Consumer within thirty (30) days from the date of termination of this Contract based on the actual Green Electricity subscribed and consumed by the Consumer from the first day of such calendar year until the date of termination of this Contract.
- (e) Notwithstanding any provisions to the contrary, in the event that the Consumer fails to make any payment which is due and payable to TNB, TNB shall not be obliged or required to transfer any mRECs to the Consumer until all outstanding payments have been paid by the Consumer to TNB together with any surcharge or interest charged by TNB for such late payment.
- (f) TNB shall at its sole discretion determine the relevant REC Registry(ies) for the purpose of transfer of the mREC to the Consumer. For the avoidance of doubt, the mREC transferred by TNB to the Consumer may be obtained from various REC Registries.
- (g) The mREC to be transferred to the Consumer may be based on Green Electricity generated from different RE Plants, regardless of the technology for the conversion of primary energy.
- (h) Save as expressly provided in this Contract, any and all other conditions, terms, representations, undertakings and warranties, howsoever arising relating to the quality of the mREC(s) or their suitability for any or any particular purpose for which they may be required by the Consumer, are expressly excluded.

7. INCREASE OF SUBSCRIPTION OF GREEN ELECTRICITY BY CONSUMER

- (a) If the Consumer wishes to increase its subscription of Green Electricity, the Consumer may submit an online application for such increase to TNB at any time during the term of this Contract.
- (b) Any such application to increase the subscription of Green Electricity shall be made through the Application Form. The approval of such application shall be subject to the availability of the GET Quota and shall be at the sole discretion of TNB.
- (c) The application will be processed by TNB and TNB shall notify the Consumer of the approval or rejection accordingly.
- (d) If the application is approved, the Consumer shall enter into a new contract with TNB for such higher subscription of Green Electricity. This Contract shall accordingly be deemed terminated on the date immediately prior to the commencement date of the new contract, except in the case where an application has been made in the final month of a Subscription Cycle but not later than fourteen (14) working days prior to the expiry of such Subscription Cycle, in which case this Contract shall only terminate on the date of such expiry, immediately before the commencement date of the new contract for the higher subscription of Green Electricity.
- (e) Subject to Clause 7(f) below, the termination of this Contract shall not affect the rights and obligations of the Parties which have accrued prior to the date of termination of this Contract.
- (f) Notwithstanding Clause 6(d), upon termination of this Contract pursuant to this Clause 7, TNB shall only transfer the mREC to the Consumer after the end of the calendar year in which this Contract is terminated and not later than one (1) Month thereafter. Such transfer shall be based on the actual Green Electricity subscribed and consumed by the Consumer in such calendar year prior to the termination of this Contract.

8. REDUCTION OF SUBSCRIPTION OF GREEN ELECTRICITY BY CONSUMER

- (a) If the Consumer wishes to reduce its subscription of Green Electricity, the Consumer may submit an online application to TNB for such reduction after the receipt of notification from TNB prior to the expiry of a Subscription Cycle that such application is open, provided always that such application must be made by the Consumer at least fourteen (14) working days prior to the expiry of such Subscription Cycle.
- (b) Any such application to reduce the subscription of Green Electricity shall be made through the Application Form. The approval of such application shall be at the sole discretion of TNB.
- (c) The application will be processed by TNB and TNB shall notify the Consumer of the approval or rejection accordingly.
- (d) If the application is approved, the Consumer shall enter into a new contract with TNB for such reduced subscription of Green Electricity. This Contract shall accordingly be deemed terminated on the date of the expiry of the current

Subscription Cycle, immediately before the commencement date of the new contract for the reduced subscription of Green Electricity.

- (e) Subject to Clause 8(f) below, the termination of this Contract shall not affect the rights and obligations of the Parties which have accrued prior to the date of termination of this Contract.
- (f) Notwithstanding Clause 6(d), upon termination of this Contract pursuant to this Clause 8, TNB shall only transfer the mREC to the Consumer after the end of the calendar year in which this Contract is terminated and not later than one (1) Month thereafter. Such transfer shall be based on the actual Green Electricity subscribed and consumed by the Consumer in such calendar year prior to the termination of this Contract.

9. ADJUSTMENT OF SUBSCRIPTION OF GREEN ELECTRICITY BY TNB

If the Consumer subscribes more than one (1) Green Electricity Block, TNB shall have the right to review and adjust the Consumer's subscription of Green Electricity in the event such Consumer's actual consumption of electricity is lower than its subscription of Green Electricity. Any adjustment by TNB shall take effect immediately on the date on which TNB has notified the Consumer of such adjustment.

10. BILLING AND PAYMENT

- (a) For every Billing Cycle Period:
 - (i) Where the electricity consumption of the Consumer is more than its subscription of Green Electricity, the Consumer will be billed as follows, which is more particularly illustrated in Example 1 of Annex 1 to this Contract:
 - (A) the charges for electricity consumption will be calculated by multiplying the total units of energy of electricity consumption (in kWh) by the applicable Tariff; and
 - (B) the charges for the subscription of blocks of Green Electricity will be calculated by multiplying the units of Green Electricity subscribed (in kWh) by the GET Premium.
 - (ii) where the electricity consumption of the Consumer is equal to or less than its subscription of Green Electricity, the Consumer will be billed as follows, which is more particularly illustrated in Example 2 of Annex 1 to this Contract:
 - (A) the charges for electricity consumption will be calculated by multiplying the total units of energy of electricity consumption (in kWh) by the applicable Tariff; and
 - (B) the charges for the subscription of blocks of Green Electricity will be calculated by multiplying the total units of energy of electricity consumption (in kWh) by the GET Premium.
- (b) The payment for the portion of Green Electricity subscribed by the Consumer under the GET Programme is not subject to:
 - (i) the KWTTBB;
 - (ii) the Minimum Monthly Charge (MMC);
 - (iii) the power factor surcharges;
 - (iv) the temporary load charge;
 - (v) the power factor rebate;
 - (vi) government discount;
 - (vii) the welding equipment surcharge; and
 - (viii) such other charges as may be determined by the Energy Commission.
- (c) Green Electricity subscribed under the GET Programme shall be exempted from any calculation of ICPT surcharges or rebates.
- (d) It shall be mandatory for the Consumer to sign up for e-mail billing.
- (e) All bills including but not limited to any other applicable charges in respect of supply of Green Electricity rendered by TNB to the Consumer shall be paid by the Consumer within the stipulated period.
- (f) TNB shall have the right to impose surcharge of one percent (1%) on the outstanding amount calculated until the date of full payment.
- (g) The Consumer shall be liable for electricity bills issued by TNB including any unpaid amount insofar as the account is registered under the Consumer's name regardless of any consumption of electricity by any third party.
- (h) The Consumer shall be responsible to repay the amount in the bills rendered by TNB including any other relevant charges for any invalid payment made by the Consumer such as false credit card, bounced cheque and any other invalid payment.
- (i) TNB shall have the right to make adjustment and update of Consumer's account whenever necessary.

11. REDUCTION OR SUSPENSION OF SUBSCRIPTION OF GREEN ELECTRICITY

- (a) TNB shall have the right to unilaterally reduce the amount of Green Electricity subscribed by the Consumer under the GET Programme or suspend the Consumer's subscription under the GET Programme at any time if any RE Plants supporting the GET Programme for whatever reasons, fails to generate sufficient Green Electricity for the GET Programme by issuing a notice to the Consumer. Such reduction or suspension shall take effect immediately on the date of such notice and shall be reflected on the Consumer's billing for the current Billing Cycle Period and each subsequent Billing Cycle Period.

(b) In respect of any reduction or suspension of the amount of Green Electricity subscribed by the Consumer under the GET Programme, TNB may, by notice in writing to the Consumer subsequently increase the amount of Green Electricity to be subscribed by the Consumer subject always to such increment not exceeding the amount of Green Electricity subscribed by the Consumer under this Contract for the relevant Subscription Cycle or resume to the amount of Green Electricity originally subscribed by the Consumer under this Contract for the relevant Subscription Cycle, as applicable. Such increment or resumption shall take effect immediately on the date of such notice and shall be reflected in the Consumer's billing for the current Billing Cycle Period and each subsequent Billing Cycle Period.

12. EVENT OF DEFAULT

The occurrence of any of the following shall constitute an event of default under this Contract and it is not limited to:

- (a) Act or default of the Consumer affecting the efficiency and/or safety of TNB's installation.
- (b) The Consumer has failed to comply and/or breach with any provision of this Contract and/or the Act and/or commit any offence under the Act.
- (c) The Consumer has obtained consent for the appointment of or the taking of possession by a receiver or liquidator of itself or of all or a substantial part of its property.
- (d) The Consumer acknowledges in writing its inability to pay its debt as such debts become due.
- (e) The Consumer makes a general assignment or an arrangement or composition with or for the benefit of its creditor.
- (f) Instituting a case voluntarily or filing a petition against any party seeking to take advantage of any law relating to bankruptcy, insolvency, restructuring of its debts, winding up or composition.
- (g) The Consumer is under receivership or under special administration or liquidation.
- (h) The Consumer is declared a bankrupt by the Court.
- (i) Upon the Consumer dissolution or death.
- (j) Failure to pay the amount as stipulated under Clause 10 above.
- (k) Consumption of electricity in any dishonest manner.
- (l) The Consumer fails to comply with any of the provisions stipulated under Clause 5 of this Contract.
- (m) The Electricity Supply Contract is terminated for any reason whatsoever.

On such effective date of termination hereof, TNB shall be discharged from any obligations and liabilities under this Contract. Termination of this Contract shall not affect the rights and obligations of the Parties which have accrued prior to the date of termination of this Contract.

13. DISCONNECTION OF SUPPLY

TNB may disconnect the supply to the Consumer by giving no less than seven (7) working days prior notice in any situation mentioned below:-

- (a) any default by the Consumer under Clause 12 and such default are not remedied within the stipulated period, if any; and
- (b) any right to disconnect the supply as provided under the Act.

14. TERMINATION OF CONTRACT BY TNB

- (a) TNB shall have the unilateral right to terminate this Contract at any time if any RE Plant supporting the GET Programme for whatever reasons fails to generate sufficient Green Electricity for the GET Programme by issuing a notice to the Consumer and such termination shall take effect immediately on the date of issuance of such notice to the Consumer. Pursuant thereto, the removal of the GET Premium shall be reflected on the Consumer's billing for the current Billing Cycle Period.
- (b) TNB may terminate this Contract at any time upon giving not less than fourteen (14) working days' notice of its intention to do so.
- (c) TNB may terminate this Contract under Clause 12 by giving fourteen (14) working days' prior notice or, if any remedy period is given by TNB to the Consumer, fourteen (14) working days' notice from the date of expiry of such remedy period, except where this Contract shall be terminated immediately upon the termination of the Electricity Supply Contract.
- (d) If TNB discovers that the information given is false and/or is disputed with the existence of prima facie proof relating to the supply and proven by any applicable laws or court order, TNB shall have the right to terminate this Contract upon giving a notice of not less than forty-eight (48) hours.

15. NOTICES

Unless and otherwise provided under the Act and any clause stated under this Contract, any notice, demand or other communication which is required or allowed to be given or made under this Contract shall be in writing and shall be served by hand delivery or by way of prepaid registered post or ordinary post or electronically vide E-mail to the address stated in this Contract. Proof of posting or service of any notice, demand or communication shall be deemed to be duly served:

- (a) if service is delivered by hand, at the time of such delivery and duly acknowledged;

- (b) if service is by way of post, on the third (3rd) working day after posting thereof; or
- (c) if service is by way of electronic means vide E-mail, at the time of delivery to the recipient.

16. SERVICE OF LEGAL PROCESS

The service of any legal process shall be by way of prepaid registered post sent to the address as stated in this Contract. Proof of posting will be regarded as proof of acceptance and the said service shall be deemed to have been duly served and duly received upon the expiry of five (5) working days from the date of posting.

17. FORCE MAJEURE

TNB shall not be liable to the Consumer for any breach of terms and conditions of this Contract due to any force majeure event (or the consequences of such event) which is beyond the reasonable control of TNB, which shall include but not be limited to national emergency, war, hostilities, riot, civil commotion, earthquake, flood, failure of communications or computer systems, disposition or by compliance with any order of government, local government or any other authorities.

18. INDEMNITY AND NO LIABILITY CLAIM

- (a) The Consumer agrees to indemnify and keep indemnified (indemnifying) TNB from and against all and/or any claims, actions, compensations, suits, proceedings, demands and all legal costs incurred thereby, brought against TNB, its servants or agents by a third party to which TNB may be or become liable in respect of or arising from the performance of this Contract provided always it is not due to the negligence or willful acts of TNB, its employees or agents.
- (b) The Consumer hereby agrees that neither TNB nor its employees, servants, agents, representatives shall be liable and/or make good the Consumer in respect of any damage, injury or loss to any of the Consumer's property and/or life unless such damage, injury or loss have been proven as a result of any willful act, negligence, omission and/or failure to comply with any safety measures as provided under any written law.
- (c) The Consumer hereby agrees further that TNB shall not be liable for any cost incurred, loss and/or damage of industrial goods, product, property or life of the Consumer as a result of any unavoidable accident, voltage fluctuation, interruption, reduction and/or cessation of the electricity supply, fire or accident that may occur in consequence of the supply or the use or misuse which is not due to the negligence or willful act of TNB and/or its employees.

D. MISCELLANEOUS

19. TAXES

(a) Service Tax

The Consumer shall bear and pay its own Service Tax on the services as may be levied by the government from time to time.

For the purpose of this clause:

"Service Tax" means the Service Tax applicable to the Contract pursuant to the Service Tax Act;

"Service Tax Act" means the Service Tax Act 2018 of Malaysia and includes its rules, regulations or guideline issued by the relevant authorities in charge of such tax.

(b) Other Taxes & Levies

Except as provided for otherwise, the Consumer shall be responsible for all present and future taxes, duties, levies, and other similar charges including any related interest and penalties, howsoever designated (hereinafter referred to as "Other Taxes"), arising out or in connection with the supply of any kind imposed by law.

20. GOVERNING LAW

This Contract will be governed by and construed in accordance with the laws of Malaysia and the Act and any regulations made there under including any amendment thereto as well as any other relevant written laws.

21. AMENDMENT, MODIFICATION OR REPLACEMENT

No amendment or other variation to this Contract is binding unless the same is duly affected by an instrument in writing signed by the parties and expressed to be for the purpose of such amendments.

22. CHANGE IN THE GET PROGRAMME AND/OR THE ACT

In the event of any change in the GET Programme and/or the Act including but not limited to the application of the Guidelines or the discontinuation of the GET Programme as decided by the Government of Malaysia, TNB may by written notice to the Consumer unilaterally amend the terms and conditions of this Contract in any manner that it deems fit in order to ensure the compliance of the Government of Malaysia's decision, the Act and the Guidelines.

23. ASSIGNMENT

The Consumer shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of TNB.

24. WAIVER

Knowledge or acquiescence by TNB of any breach of any of the conditions or covenants herein contained, or acceptance by TNB of payment from the Consumer or performance by TNB during the continuation of any such breach shall not operate as

or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such acknowledge or acquiescence, TNB shall be entitled to exercise its rights under this Contract.

25. TIME PERIOD

Time wherever mentioned shall be the essence of this Contract.

26. SUCCESSORS-IN-TITLE

This Contract shall be binding upon the successors-in-title and permitted assigns of the respective Parties hereto.

27. STAMP DUTY

The stamp duty in respect of this Contract shall be borne and fully paid by the Consumer.

28. SEVERABILITY

If any one or more of the provisions or part thereof contained in this Contract should be or become invalid or unenforceable due to whatsoever reasons this shall not in any way affect or impair the validity or enforceability of the remaining provision hereof.

29. CONFIDENTIALITY

- (a) Except as it is or becomes a part of the public domain or as provided in paragraph (b) below, all information provided by either Party under this Contract shall be confidential at all times unless specified otherwise in writing.
- (b) TNB is permitted to disclose any information provided by the Consumer or related to the Consumer (including any data or information from the reading of the meters of the Consumer) to the following parties or in the circumstances prescribed below:
 - (i) to the relevant REC Registry;
 - (ii) to TNBX and other affiliated companies of TNB, including their agents, advisors and outsource service providers, inside or outside of Malaysia, and to the owner of the RE Plant supporting the GET Programme, as may be necessary from time to time for the purposes of this Contract;
 - (iii) to the Energy Commission or any other government entity or authority, as may be necessary from time to time for the purposes of this Contract or upon request by the relevant government entity or authority; and
 - (iv) to the Malaysia Green Attribute Tracking System (mGATS) in which TNBX has been given the rights to publish the mREC quantity transferred to the Consumer in mGATS's website including to disclose the name of the Consumer, or such similar website.

30. PERSONAL DATA

- (a) TNB will comply with the provisions of the Personal Data Protection Act 2010 ("PDPA 2010") while processing the Consumer's personal data under this contract.
- (b) TNB may disclose Consumer's personal data to lawyers, debt collection agencies and any third parties appointed by TNB as agents, contractors, service providers and/or professional advisors for any purpose related to the supply of electricity to the Consumer.
- (c) Consumer may make any inquiries, complaints or applications for access or correction to his/her personal data relating to the electricity supply to TNB.
- (d) Consumer hereby agrees that his/her personal data may be transferred outside Malaysia for a lawful purpose or necessary for and directly related to the activities of supplying electricity by TNB. In the event of no consent is given by the Consumer, the personal data may be transferred to a country that have personal data protection law at least equivalent to the level of protection afforded by PDPA 2010 or for the exercise of any functions conferred on any person by any law.
- (e) TNB Personal Data Protection Policy can be accessed by the Consumer at <https://www.tnb.com.my/pdpa>.

31. APPLICABILITY OF THE ELECTRICITY SUPPLY CONTRACT

- (a) The terms and conditions as specified in the Electricity Supply Contract shall continue in full force and effect during the term of this Contract.
- (b) For the avoidance of doubt, in the event of any inconsistency between the terms and conditions of this Contract and the terms and conditions of the Electricity Supply Contract, the terms and conditions of this Contract shall prevail.

32. INTEGRITY

- (a) The Consumer shall during the course of performance of this Contract:
 - (i) act honestly and fairly;
 - (ii) provide TNB with true and accurate information;
 - (iii) comply with TNB's position on anti-corruption, along with any guidelines on ethics and integrity communicated by TNB and made available in TNB's official website;
 - (iv) not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of TNB, for the purpose of improperly influencing a business decision to act contrary to TNB's interest or for the purpose of obtaining any advantage in the implementation of a contract;

- (v) not offer or provide any gratification which might be considered a bribe under either local or international legislation to a government official, either in Malaysia or any other country;
 - (vi) not collude with other parties interested in this Contract to preclude or compromise the implementation of this Contract. The Consumer also undertakes to report to TNB, through its official reporting channels, any such attempts made by others to involve the Consumer in acts of collusion against TNB;
 - (vii) not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may reasonably be regarded as confidential and is provided by TNB as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;
 - (viii) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
 - (ix) ensure that staff and other representatives of the company dealing with TNB, or acting on behalf of TNB in servicing a contract, are aware of the provisions above; and
 - (x) immediately notify TNB in writing, if it is aware of any breach of this clause, or if it becomes reasonably suspicious that this clause may have been breached.
- (b) Where TNB has reasonable concerns regarding behaviour involving gratification on behalf of the Consumer, TNB shall have the right to:
 - (i) direct the Consumer to investigate the matter, and the Consumer shall carry out its investigations in the manner as directed by TNB; and/or
 - (ii) conduct its own investigation into the matter, and the Consumer shall provide all reasonable assistance, information and documentation to TNB, in respect of the conduct of such investigations.
 - (c) Without prejudice to any other rights of TNB, if the Consumer, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to this Contract, or any other agreement that the Consumer may have with TNB, TNB shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the Consumer.
 - (d) The Consumer shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by TNB arising from termination under this clause.
 - (e) For the avoidance of doubt, the parties hereby agree that the Consumer shall not be entitled to claim from TNB, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under this clause.
 - (f) For purpose of this clause, "gratification" and "relative" shall have the same meaning as in the Malaysian Anti-Corruption Commission Act 2009.

END

