

Terms and Conditions when using the Supplier Self Service Portal

- 1. Definition.** In these Terms and Conditions, unless the context otherwise requires, the following words and expressions will bear the following meanings:
- (a) “Contract” means the contract entered by You with TNB Group from time to time;
 - (b) “Data” means profile information, user account, transaction data, Documents and other data You send to the SUS;
 - (c) “Documents” refer to binding purchase and sale obligations which may be uploaded or downloaded from the SUS, which include but are not limited to purchase orders, electronic invoices, credit memos, and other electronic data format documents that are required for the purpose of the transaction;
 - (d) “Supply Chain Management System” or “SCMS” means the system which allows the use of an automated sourcing and purchasing processes known as ‘e-Procurement’;
 - (e) “Supplier Self Service Portal” or “SUS” is a key feature in SCMS, which allows suppliers to renew its registration, maintain and update its information and profile information, access and respond to TNB Group’s purchase orders, submit electronic invoices and track payment status;
 - (f) “Terms and Conditions” means these Terms and Conditions when using the Supplier Self Service Portal including any modifications, variations, amendments or additions as issued in writing from time to time by TNB;
 - (g) “TNB” or “TNB Group” refers to Tenaga Nasional Berhad (Company No. 199001009294 (200866-W)), a company incorporated under the laws of Malaysia and having its registered address at Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129, Jalan Bangsar, 59200 Kuala Lumpur, Malaysia and shall include its subsidiary companies;
 - (h) “TNB” and “You” or “Your” are collectively referred in these Terms and Conditions as the “Parties” and severally as a “Party”; and

- (i) “You” or “Your” means the supplier registered in the Supplier Self Service Portal as a supplier to TNB Group, and upon approval acquiring the access to the SUS, be registered as an authorised user of the SUS.

2. Acceptance of Terms and Conditions

- (a) Your access and use of the SUS shall be subject to the laws of Malaysia and these Terms and Conditions.
- (b) TNB reserves the right to amend these Terms and Conditions at any time without any prior notice to You by posting the amended Terms and Conditions in the SUS, and such amendment will take effect immediately at the time of posting. Any violation of these Terms and Conditions will result in the termination of Your access to and use the SUS. You agree to periodically review the SUS, including current version of these Terms and Conditions, so that you will be apprised of any such amendment.
- (c) You have read, understood and agreed to be bound by these Terms and Conditions before You could access to and use the SUS. By accessing and using the SUS, You warrant and undertake that You are duly authorised and approved by Your company and/or organisation to access and use the SUS and You further warrant and undertake that all particulars provided about You are true and accurate and these terms are binding upon You.
- (d) By accessing to the SUS, You may use the available functions of the SUS. TNB may at any time add to, remove or change the functions or impose restriction on the functions made available to You without prior notice.
- (e) The receiving party will notify the originating party if a Document is received in an unintelligible form, provided that the originating party can be identified.

3. Your Obligations and Warranties. You warrant that You will be solely responsible for:

- (a) ensuring that the Data transmitted including but not limited to the information contained in Your Documents whether entered by You or on Your behalf or auto generated is compliant with all applicable laws as to the form, content, accuracy and completion of Documents. You warrant that any Data provided by You shall be in intelligible forms. In the event that the Data is found to be in an unintelligible form, you shall promptly notify TNB Group and make necessary rectification;
- (b) complying with local requirements (including, but not limited to, requirements concerning taxation, accounting, invoicing obligations, consequences in relation to

Sales and Service Tax (“SST”) or other such indirect taxes and data storage periods as provided under the law). TNB will retain Your Data and Documents for minimum period of seven (7) years upon expiry or termination of the Contract and TNB may destroy, dispose of or delete all Your Data and Documents whether in written, electronic or other form or media given by You upon expiry of such minimum period;

- (c) complying with all applicable legal requirement including but not limited to privacy, consumer and other laws and regulations with respect to Your provision, use and disclosure of the Data and Documents;
- (d) ensuring that the electronic invoice issued constitutes a legally compliant electronic invoice for Your organisational purposes in a specific jurisdiction;
- (e) ensuring all required supporting Documents as per stipulated in the Contract are duly certified by TNB’s authorised personnel and are attached for all relevant transactions conducted in the SUS;
- (f) ensuring that Your Data is complete, accurate, issued in a timely manner, not misleading, not tampered, up to date to ensure accurate payment. TNB shall not be liable for any delay in payment and TNB reserves the right to reject any Data if You fails to comply to these obligations; and
- (g) ensuring the confidentiality of any passwords associated with the SUS and You will be solely responsible to TNB for any and/or all activities that occur under Your account. In the event You become aware of any unauthorised use of Your password or Your account, you shall notify TNB immediately. You shall protect Your passwords associated with the SUS from any unauthorised or accidental access or disclosure except to the authorised user.

4. Your Undertakings. You are the issuer of the electronic invoices created. You remain responsible for Your legal obligations regarding electronic invoices sent to TNB. You expressly undertake to:

- (a) declare to the applicable tax authority the due collected tax relating to each electronic invoice; and
- (b) pay to the applicable tax authority.

5. Access for Tax Authorities and Other Authorities

- (a) You shall be solely responsible for providing tax authorities with access to SST invoices which have been created in Your name or on Your behalf.
- (b) You may provide tax authorities Your Data generated from the SUS for audit purposes.

- (c) You also give absolute, irrevocable and unconditional consent to TNB to disclose Your Data to any authorities upon any request is made by such authorities.

6. Data Confidentiality.

- (a) TNB understands the sensitive nature of the Data You may send via the SUS. TNB agrees to use reasonable efforts to maintain, safeguard, and not use or disclose Your Data except as required to facilitate Your use of the SUS. You will use all information and content available at the SUS and TNB's confidential information solely for the purposes of these Terms and Conditions. The Parties shall ensure that all their employees, servants, advisors or agents to whom the information, content, confidential information, Documents and/or Data is disclosed to comply with the confidentiality obligations herein.
- (b) The restrictions on disclosure or usage of information will not apply to information that:
 - (i) is already known to a Party prior to disclosure by the other Party;
 - (ii) is or becomes a matter of public knowledge through no fault of the Party;
 - (iii) is rightfully received from a third party without a duty of confidentiality;
 - (iv) is independently developed by the Party;
 - (v) is disclosed under operation of law (i.e., in response to a subpoena, governmental or regulatory request, or the like); or
 - (vi) is disclosed by a Party with the other Party's prior written approval.
- (c) All information that You provided to TNB must be accurate (e.g., Your name, address). The company name provided by You must be an actual legal entity, be associated with the tax identification number and must have operations at the address You provide. You are responsible for keeping such information up to date, must promptly notify TNB and make necessary changes by logging in to Your account to provide the true information to TNB in the SUS.
- (d) The Data, Documents and/or any other content of the SUS are confidential. You shall not disclose its contents to any other person, nor create, take or distribute copies of it.

7. System Integrity, Data Integrity and Data Storage.

- (a) You agree that You shall not:

- (i) interfere with or attempt to interfere with the proper working of the SUS;
 - (ii) access or attempt to access any third-party data or information in the SUS by any means;
 - (iii) post or transmit to the SUS any unlawful, fraudulent, harassing, libellous, or obscene Data or Documents;
 - (iv) post or send to the SUS any Content that contains a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; or
 - (v) take any action which imposes an unreasonable or disproportionately large load of uploaded Data or Document on SUS. You will be notified and given an opportunity to cure if You violate this. Since most Data on the SUS will be sent by third parties or You, You also understand that TNB cannot and does not guarantee that such Content will be free from viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties. TNB agrees to not knowingly post or send to the SUS any files that contain a virus, bug, cancelbot, worm, Trojan Horse or other harmful item. Neither TNB Group nor any third party(ies) represent or warrant that You will have continuous or uninterrupted access to the SUS, or that any of the functions of the SUS will be error-free.
- (b) You further agree that You shall not:
- (i) work around any technical limitations in the SUS;
 - (ii) reverse engineer, decompile or disassemble the SUS, except and only to the extent that applicable law expressly permits, despite this limitation;
 - (iii) make copies of the SUS whether in source code or object code;
 - (iv) publish any software, including any application programming interfaces included in the SUS, for others to copy;
 - (v) share or otherwise distribute Data or Documents, text or images created using the SUS features;
 - (vi) rent, lease or lend the SUS software;
 - (vii) use the SUS software for commercial software hosting services; and

- (viii) remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of third-party content providers or licensors that are included in the SUS, including any content made available to You through the SUS.
- (c) You are solely responsible for saving all Your Data. You should take proactive measures to store Your Data within Your own computers, in order to preserve the accessibility of such Data.
- (d) You agree to not perform any load testing or intrusion testing on the SUS.

8. Warranty

- (a) The SUS is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied including but not limited to warranties of title or implied warranties of merchantability fitness for a particular purpose, accuracy, timeliness or completeness, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these Terms and Conditions. TNB disclaims any and all responsibility or liability for the accuracy, timeliness, content, completeness, legality, reliability, or operability or availability of information or material in the SUS.
- (b) You expressly agree that access to and use of the SUS is at Your sole risk. Neither TNB Group nor any of their respective directors, shareholders, employees, agents, third party content providers or licensors warrant that the SUS will be uninterrupted or error-free, or any defects in the SUS will be corrected, or the SUS is free from viruses or other harmful elements.

9. Limitation of Liability

- (a) While every care is taken by TNB Group in the provision of the SUS, TNB shall not be liable for any loss or any damages suffered by You or third parties due to access to and use of the SUS whether as a result of any interruption, suspension, or termination of the SUS or otherwise, the contents accuracy or quality of information available, received or transmitted through the SUS, or by reason of any disclosure, inadvertent or otherwise of any information concerning Your Data.
- (b) In no event TNB will be liable to You for any damages or any person or entity involved in creating, producing or distributing content in the SUS, including but not limited to direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the SUS. You hereby acknowledge that the provisions of this section shall apply to all contents on the SUS.

- (c) TNB Group shall not in any way be liable to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, negligence or other tortious behaviour, or under any other cause of action. You specifically acknowledge that TNB is not liable for the defamatory, offensive or illegal conduct of others or third parties and that the risk of injury from the foregoing rests entirely with You.

10. Indemnification by You

You agree to defend, indemnify and hold harmless TNB Group, its affiliates and their respective directors, shareholders, employees, affiliates, agents or sub-contractors from and against all losses, liabilities, damages, claims, cost or expenses, (including but not limited to any legal and other fees and disbursement) made by any third party due to or arising directly or indirectly or which may arise out of Your access, use of the SUS in breach of these Terms and Conditions or any third party rights, or Your use or purported use of SUS and/or any infringement of intellectual property and/or such other proprietary rights by You. Any breach of these Terms and Conditions would entitle TNB Group to claim all remedies available by law and in equity for such breach, including preventing You from further use of and access to the SUS.

11. Intellectual Property.

- (a) You acknowledge and agree that TNB and relevant third parties own certain intellectual property rights or such other proprietary rights subsisting in or used in connection with SUS, its system and/or any part thereof and You undertake that You shall not at any time in any manner, question or dispute the ownership of the rights by TNB and/or the relevant third parties.
- (b) You also undertake that You shall not abuse or permit the abuse of the intellectual property rights and such other proprietary rights owned by TNB or such relevant third parties by conducting, attempting to conduct or assisting any third party to conduct or attempt to conduct any infringing activities which encroach or may encroach the rights of TNB or such relevant third parties, in any manner whatsoever, including but limited to copying, altering, reproducing, adapting, translating, arranging or making available to any other third party in any manner, either directly or indirectly, the SUS, its system or any part of its contents (including any electronic materials necessary for its operation) except to the extent that and for so long as You are expressly permitted to do so in accordance with these Terms and Conditions.
- (c) You also acknowledge that civil and criminal penalties may be incurred in the event of any infringement of the copyright and/or other rights in relation to the SUS, the system or its contents and that any such infringement by the user may result in incalculable

damage and/or loss to TNB, and accordingly agrees that, in addition to any other right or remedy of TNB, TNB shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof.

12. Termination by TNB

- (a) TNB may, at its sole discretion and without prior notice, add to, remove, changes, suspend, terminate or discontinue any or all the function offered by or impose restriction on the functions by or through the SUS. In addition, TNB may terminate without liability, including for the content that You have provided or posted, your access or use of the SUS, if at any time, in TNB's sole discretion and without limitation, if:
 - (i) You breach in any way these Terms and Conditions as posted at the SUS and as amended from time to time;
 - (ii) TNB is unable to verify or authenticate any information that You have provided to TNB via the SUS, any other portal or otherwise;
 - (iii) if TNB believes that You have violated or acted inconsistently or to the detriment of TNB's reputation or obligations;
 - (iv) You dispute or attempt to modify any of these Terms and Conditions or their application by TNB; or
 - (v) You have been blacklisted or de-registered as the supplier to TNB Group.
- (b) Upon termination by TNB, TNB reserves the right to:
 - (i) collect all charges, fees, commitments and obligations incurred or accrued by TNB;
 - (ii) delete any content, listings, messages or other information connected with Your prior use of the SUS;
 - (iii) prohibit You from any future access to the SUS, including without limitation by deactivating any passwords; and
 - (iv) refuse your future access to the related or affiliated websites or portal (where applicable).
- (c) In no event TNB shall be required to refund or pay amounts to You upon termination of Your access or to return any content to You.

- (d) Notwithstanding anything contained in these Terms and Conditions, TNB may at any time terminate, suspend or shut down the SUS by giving thirty (30) days' prior written notice to You and TNB may give You access to the SUS to download any Data during the thirty (30) days' period.

13. Conflict

In the event of any conflict and inconsistencies of the provisions and interpretation between the Terms and Conditions in English and the Terms and Conditions in Bahasa Malaysia, the Terms and Conditions in English shall prevail.