

**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 including any revision made thereto from time to time.
- 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 subscription period from the Commencement Date until 31 December 2024 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, Tenaga Nasional Berhad, Tingkat 16, Tower A, TNB Platinum, No. 3, Jalan Bukit Pantai, Bangsar, 59100 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, Tenaga Nasional Berhad, Tingkat 16, Tower A, TNB Platinum, No.3, Jalan Bukit Pantai, Bangsar, 59100 Kuala Lumpur

**A. TERM OF CONTRACT AND SUBSCRIPTION CYCLE**

- 1. TERM**  
This Contract shall be effective on the Commencement Date and shall remain in effect in accordance with the Subscription Cycle, unless otherwise terminated by either party in accordance with the provisions 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**
  - (a) If the Consumer wishes not to renew the Contract, the Consumer may terminate this Contract by giving TNB written notice of such intended termination at least fourteen (14) days prior to the expiry of the current Subscription Cycle. The said written notice shall be served by:-
    - (i) hand delivery; or
    - (ii) registered post; or
    - (iii) any applicable means which shall be determined by TNB.

Subject to the foregoing, the termination of this Contract under this Clause 4(a) 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(a).
  - (b) If the Consumer wishes to terminate its subscription of Green Electricity at any time during the Subscription Cycle, the Consumer may submit a written request to TNB of such intention. The approval of such application shall be at the sole discretion of TNB. The application will be processed by TNB and TNB shall notify the Consumer of the approval or rejection accordingly. If the application is approved this Contract shall be terminated in accordance with the terms and conditions as notified by TNB to the Consumer.

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.

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.

## 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 forty-five (45) working days after the end of each calendar year, based on the actual Green Electricity subscribed and consumed by the Consumer in such calendar year. Upon a written request being made by a non-residential Consumer, TNB may agree to effect the yearly transfer of mREC to the non-residential Consumer within forty five (45) working days from the date of the bill is issued to the consumer with the Green Electricity subscribed and consumed by the Consumer after the end of such consumer's financial year. In such circumstances, references to "calendar year" in Clauses 6(a) and 6(b) shall refer to the financial year of the Consumer. If there is a subsequent change to the financial year of the Consumer, the Consumer shall give at least two (2) months' prior written notice to TNB before the end of the new financial year to enable TNB to transfer the mREC to the Consumer in accordance with the new financial 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 forty five (45) working 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 forty five (45) working days from the date of the final bill is issued to the consumer with the final Green Electricity subscribed and consumed by the Consumer after this Contract is terminated.
- (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) 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)

### 8. REDUCTION OF SUBSCRIPTION OF GREEN ELECTRICITY BY CONSUMER

- (c) 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) days prior to the expiry of such Subscription Cycle.
- (d) 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.
- (e) The application will be processed by TNB and TNB shall notify the Consumer of the approval or rejection accordingly.
- (f) 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.
- (g) 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.
- (h) 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:
    - (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:
    - (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) The calculation of ICPT surcharges or rebates and its applicability or otherwise for the Green Electricity subscribed under the GET Programme shall be in accordance with the Guidelines.
- (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 by TNB, 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) days' notice of its intention to do so.
- (c) TNB may terminate this Contract under Clause 12 by giving fourteen (14) days' prior notice or, if any remedy period is given by TNB to the Consumer, fourteen (14) 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.
- (e) TNB shall terminate this Contract unilaterally in the event TNB receives a directive from the Energy Commission which requires TNB to terminate this Contract, and this Contract shall terminate in accordance with such directive upon the issuance of a written notice by TNB to the Consumer.

#### 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 (3<sup>rd</sup>) 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.

