

DEFINITIONS

- 1. ACT**
The Electricity Supply Act 1990 (Act 447) and/or any regulations made hereunder and/or any amendment, revision, modification or enactment made thereto or thereof from time to time.
 - 2. APPLICATION FORM**
Application Form means a form for application for subscription of Green Energy under myGreen+ Scheme either in a physical printout version or in a digital version via online application, whichever applicable.
 - 3. BILLING CYCLE PERIOD**
The period for which electricity bills shall be 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 terms under this Contract
 - 4. COMMENCEMENT DATE**
The date on which TNB notifies the Consumer that the Consumer's application for subscription of myGreen+ Scheme 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, being a person licensed under section 9 of the Act licensee and who is not blacklisted in TNB's system for valid reasons (such as not paying the electricity bill, involved in meter tampering cases and committed any offence under the Act).
 - 6. CONTRACT**
The contract comprising of terms and conditions hereunder and the Application Form in compliance with the Guidelines issued by the Energy Commission in respect of myGreen+ Scheme from time to time.
 - 7. ELECTRICITY SUPPLY CONTRACT**
The existing electricity supply contract entered into between the Consumer and TNB for the supply of electricity in accordance with the Act.
 - 8. ENERGY COMMISSION**
The Energy Commission established under the Energy Commission Act 2001.
 - 9. GREEN CONSUMER CERTIFICATE**
A certificate issued by TNB to the Consumer for the subscription of Green Energy.
 - 10. GREEN ENERGY**
Energy generated from the RE Plant.
 - 11. GREEN ENERGY BLOCK**
100kWh of Green Energy.
 - 12. GREEN ENERGY QUOTA**
The monthly allocation of Green Energy to be subscribed under myGreen+ Scheme which is determined based on availability of energy generated from the RE Plants in the system.
 - 13. myGreen+ SCHEME**
A scheme for the purchase of Green Energy by the Consumer.
 - 14. myGreen+ TARIFF**
The prevailing rates to be charged to the Consumer for the consumption of Green Energy under myGreen+ Scheme, as may be varied and approved by the Minister from time to time in accordance with the provisions of the Act and the Guidelines issued by the Energy Commission.
 - 15. GUIDELINES**
The Guidelines on the Subscription and Management of myGreen+ issued by the Energy Commission and as may be amended by the Energy Commission from time to time.
 - 16. IMBALANCE COST PASS-THROUGH (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 rebate or surcharge.
 - 17. KUMPULAN WANG TENAGA BOLEH BAHARU (KWTBB)**
Has the meaning as prescribed in the Renewable Energy Act 2011.
 - 18. MINIMUM myGreen+ SUBSCRIPTION**
A minimum of one (1) Green Energy Block
 - 19. MONTHLY MINIMUM CHARGE (MMC)**
A monthly charge applicable to 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.
 - 20. MONTH**
One (1) month period in respect of the Billing Cycle Period .
 - 21. RENEWABLE ENERGY PLANT (RE PLANT)**
Any power generation plant using renewable energy resource which has been approved by the Energy Commission and with capacity as approved by the Energy Commission connected to either the transmission network or distribution network in Peninsular Malaysia.
 - 22. SUPPLY AUTHORITY**
Any statutory authority established by an Act of Parliament or any other law to generate and/or supply electricity.
 - 23. TARIFF**
The rates to be charged to the Consumer for the consumption of electricity, including myGreen+ Tariff (if the Consumer is a subscriber of myGreen+ Scheme), as referred under the tariff column of the Application Form, as provided by the Act, as may be varied and approved by the Minister from time to time.
 - 24. TNB**
Tenaga Nasional Berhad (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.
- A. TERM OF CONTRACT**
- 1. TERM**
This Contract shall be effective on Commencement Date and shall remain in effect unless otherwise terminated by either party in accordance with the provisions of this Contract.
- B. CONSUMER'S COVENANTS**
- 2. TO TAKE SUPPLY**
To take supply of the Green Energy at the premises according to myGreen+ Tariff rates pursuant to the provision of the Act and the Guidelines.
 - 3. TERMINATION BY THE CONSUMER**
To give TNB notice in writing and shall be served by:-
(a) hand delivery; or
(b) registered post; or
(c) any applicable means which shall be determined by TNB.
Termination of Contract shall be effective three (3) working days after TNB's receipt of termination notice.
 - 4. 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**
- 5. GREEN SUBSCRIPTION CONSUMER CERTIFICATE**
TNB shall issue a Green Subscription Consumer Certificate to the Consumer within one (1) Month from the Commencement Date.
 - 6. ADJUSTMENT OF SUBSCRIPTION OF GREEN ENERGY BY CONSUMER**
 - (a) The Consumer may at any time, apply to increase or reduce the amount of Green Energy Block subscribed by it by submitting an online or a written application to TNB provided always that:
 - (i) any such application to increase the subscription of the amount of Green Energy Block shall be subject to the availability of the Green Energy Quota and be approved at the sole discretion of TNB; and
 - (ii) any such application to reduce the subscription of the amount of Green Energy Block shall be subject to the requirement of a Minimum Green Energy Subscription.
 - (b) The application will be processed by TNB and TNB shall notify the Consumer of the approval or rejection accordingly.
 - (c) If the application is being approved, such adjustment shall take effect on the Commencement Date.
 - 7. ADJUSTMENT OF SUBSCRIPTION OF GREEN ENERGY BY TNB**
Where the Consumer's electricity consumption is less than its subscription of Green Energy for three (3) consecutive Months, the Consumer's subscription of Green Energy in the following Month will automatically be adjusted to the nearest 100kWh

block based on the Consumer's average consumption of the last three (3) consecutive Months. If such average consumption is less than the Minimum myGreen+ Subscription, the Consumer's subscription of Green Energy in the following Month will automatically be adjusted to the Minimum myGreen+ Subscription. Such adjustment by TNB shall take effect immediately on the date on which TNB has notified the Consumer of such adjustment.

8. BILLING AND PAYMENT

- (a) For every Billing Cycle Period:
 - (i) Where the electricity consumption of the Consumer is more than its subscription of Green Energy, 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 the electricity consumption will be calculated by multiplying the units of energy of electricity consumption (in kWh) by the normal prevailing Tariff (excluding myGreen+ Tariff); and
 - (B) the charges for the subscription of the blocks of Green Energy will be calculated by multiplying the units of Green Energy subscribed (in kWh) by myGreen+ Tariff.
 - (ii) where the electricity consumption of the Consumer is less than its subscription of Green Energy, 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 the electricity consumption will be calculated by multiplying the units of energy of electricity consumption (in kWh) by the normal prevailing Tariff (excluding myGreen+ Tariff); and
 - (B) the charges for the subscription of the blocks of Green Energy will be calculated by multiplying the units of energy of electricity consumption (in kWh) by myGreen+ Tariff.
- (b) The payment for the portion of Green Energy subscribed by the Consumer under myGreen+ Scheme are not subject to:
 - (i) the KWTBB ;
 - (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 ICPT surcharges and rebates calculation will exclude the chargeable units of Green Energy in kWh.
- (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 Energy 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.

9. REDUCTION OR SUSPENSION OF SUBSCRIPTION OF myGreen+ SCHEME

- (a) TNB shall have the unilateral right to reduce the amount of subscription of Green Energy under myGreen+ Scheme subscribed by the Consumer or suspend the myGreen+ Scheme subscribed by the Consumer at any time if the RE Plants supporting myGreen+ Scheme for whatever reasons, fails to generate sufficient Green Energy for myGreen+ Scheme by issuing a notice to the Consumer and such reduction or suspension shall take effect immediately on the date of such notice. Pursuant thereto, the reduction or suspension of myGreen+ Tariff, as applicable, 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 Energy under myGreen+ Scheme subscribed by the Consumer, TNB may, by notice in writing to the Consumer subsequently increase the amount of Green Energy to be subscribed by the Consumer subject always to such increment not exceeding the amount of Green Energy subscribed by the Consumer under this Contract or resume to the amount of Green Energy originally subscribed by the Consumer under this Contract, as applicable and such increment or resumption shall take effect immediately on the date of such notice to the Consumer. Pursuant thereto, the increase or resumption of myGreen+ Tariff, as applicable, shall be reflected in the Consumer's billing for the current Billing Cycle Period and each subsequent Billing Cycle Period.

10. 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 8 above.
- (k) Consumption of electricity in any dishonest manner.
- (l) The Consumer fails to comply with any of the provisions stipulated under Clause 4 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.

11. 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 10 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.

12. TERMINATION OF CONTRACT BY TNB

- (a) TNB shall have the unilateral right to terminate this Contract at any time if the RE Plants supporting myGreen+ Scheme for whatever reasons fails to generate sufficient Green Energy for myGreen+ Scheme 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 myGreen+ Tariff 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 10 by giving fourteen (14) working days' notice from the date of expiry of the remedy period (if applicable) except where TNB may terminate this Contract immediately by giving notice to the Consumer if the Electricity Supply Contract has been terminated.
- (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 48 hours.

13. 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

14. SERVICES 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) days from the date of posting.

15. FORCE MAJEURE

TNB shall not be liable to the Consumer for any breach of terms and conditions of this Contract due to any of this event which shall include but not limited to national emergency, war, hostilities, riot, civil commotion, earthquake, flood, disposition or by compliance with any order of government, local government or any other authorities.

16. 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 wilful 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

17. 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.

18. GOVERNING LAW

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

19. 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.

20. CHANGE IN myGreen+ SCHEME AND/OR THE ACT

In the event of any change in myGreen+ Scheme and/or the Act including but not limited to the application of the Guidelines or the discontinuation of myGreen+ Scheme 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.

21. 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.

22. WAIVER

Knowledge or acquiescence by TNB of or in breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, TNB shall be entitled to exercise its rights under this Contract.

23. TIME PERIOD

Time wherever mentioned shall be the essence of this Contract.

24. SUCCESSORS-IN-TITLE

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

25. STAMP DUTY

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

26. 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.

27. CONFIDENTIALITY

Except as it is or becomes a part of the public domain, all information provided by either Party under this Contract shall be confidential at all times unless specified otherwise in writing.

28. PERSONAL DATA

- (a) TNB will comply with the provisions of the Personal Data Protection Act 2010 ("APDP 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>.

29. 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.

END OF CONTRACT

Annex 1

For every Billing Cycle Period:

- (i) where the electricity consumption of the Consumer is **more than** its subscription of green energy, the Consumer will be billed the sum of the following in addition to other applicable charges under the Contract:
- (a) the charges for the **electricity consumption** will be calculated by multiplying the **units of energy of electricity consumption (in kWh)** by the **normal prevailing Tariff** (excluding myGreen+ Tariff); and
 - (b) the charges for the **subscription of the blocks of Green Energy** will be calculated by multiplying the **units of green energy subscribed (in kWh)** by **myGreen+ Tariff**.

Example 1:

Electricity consumption = 800,000 kWh

myGreen+ subscription = 100,000 kWh

Below is an illustration for the calculation of the sum payable by the Consumer:

Tempoh Bil	:	01.03.2020 - 31.3.2020 (31 Hari)	Faktor Prorata	
Tariff	:	C2	1	
Blok Tariff (kWh)		Blok Prorata (kWh/kW Kadar (RM))	Amaun (RM)	
Kegunaan Puncak		500,000 0.365	182,500.00	
Kegunaan Luar Puncak		300,000 0.224	67,200.00	
Kehendak Maksima		1,500 45.100	67,650.00	
myGreen+ (kWh)		100,000 0.08	8000.00	
Keterangan		Tidak Kena Service Tax	Kena Service Tax	Jumlah
Kegunaan kWh	kWh	800,000	0	800,000.00
Kegunaan	RM	249,700.00	0.00	249,700.00
Kehendak Maksima	RM	67,650.00	0.00	67,650.00
myGreen+	RM	8,000.00	0.00	8,000.00
ICPT (RM0.0255)	RM	17,850.00	0.00	17,850.00
Kegunaan Bulan Semasa	RM	343,200.00	0.00	343,200.00
Service Tax (6%)	RM			0.00
KWTBB (1.6%)	RM			5,077.60
Caj Semasa	RM			348,277.60

- (ii) where the electricity consumption of the Consumer is **less than** its subscription of green energy, the Consumer will be billed the sum of the following in addition to other applicable charges under the Contract:
- (a) the charges for the **electricity consumption** will be calculated by multiplying the **units of energy of electricity consumption (in kWh)** by the **normal prevailing Tariff** (excluding myGreen+ Tariff); and
 - (b) the charges for the **subscription of the blocks of Green Energy** will be calculated by multiplying the **units of energy of electricity consumption (in kWh)** by **myGreen+ Tariff**.

Example 2:

Electricity consumption = 50,000 kWh

myGreen+ subscription = 100,000 kWh

Below is an illustration for the calculation of the sum payable by the Consumer:

Tempoh Bil	:	01.03.2020 - 31.3.2020 (31 Hari)	Faktor Prorata	
Tariff	:	C2	1	
Blok Tariff (kWh)		Blok Prorata (kWh/kW Kadar (RM))	Amaun (RM)	
Kegunaan Puncak		30,000 0.365	10,950.00	
Kegunaan Luar Puncak		20,000 0.224	4,480.00	
Kehendak Maksima		1,000 45.100	45,100.00	
myGreen+ (kWh)		50,000 0.08	4,000.00	
Keterangan		Tidak Kena Service Tax	Kena Service Tax	Jumlah
Kegunaan kWh	kWh	50,000	0	50,000.00
Kegunaan	RM	15,430.00	0.00	15,430.00
Kehendak Maksima	RM	45,100.00	0.00	45,100.00
myGreen+	RM	4,000.00	0.00	4,000.00
ICPT (RM0.0255)	RM	0.00	0.00	0.00
Kegunaan Bulan Semasa	RM	64,530.00	0.00	64,530.00
Service Tax (6%)	RM			0.00
KWTBB (1.6%)	RM			968.48
Caj Semasa	RM			65,498.48