

PART 2: TO BE COMPLETED BY REGISTERED ELECTRICAL CONTRACTOR / SOLAR PV SERVICE PROVIDER

Solar PV Details

Total Generation Capacity (TGC) : _____ kW_{ac}

Maximum Allowable Quantity (MAQ) /day* : _____ kW_{ac} x 5 hours/day
(The final calculation by TNB for monthly MAQ is deemed final)

Expected Monthly Generation : _____ kWh

Average Monthly Consumption : _____ kWh

Actual Commissioning Date : _____

Solar PV System Owner : Self-Owned
 Investor

TNB Supply Data

1-Phase 230 V

3-Phase 400V
 11 – 33kV
 132 kV and above

COMPETENT PERSON/SOLAR PV SERVICE PROVIDER DECLARATION

I declare that:

1. I am representing the owner of the premise and the information furnished above is true to my knowledge and belief.
2. I confirm that the solar PV system design comply to the standards (IEEE 1547 / IEC 61727 / MS 1837) and Solar ATAP Guidelines including TNB Technical Guideline.
3. I also verify that the site condition is fit for installation of the solar PV system as per applicable regulations.
4. I hereby acknowledge that all information given are true and the relevant Authority shall have the right to take any action if the above information are false.
5. I attached the solar PV Testing and Commissioning (T&C) form as evidence that all required T&C has been done.
6. I enclose a valid G & H forms to which the solar PV installation is attached or wired for the electricity supply.

 Competent Person/Professional Engineer/
 Service Provider Signature and chop

Name : _____
 Designation : _____
 I.C. No. : _____
 Date : _____

PART 3: FOR TNB OFFICE USE

 TNB Staff's Signature

Staff Name : _____
 Staff No. : _____
 Designation : _____
 Date : _____

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 Solar ATAP application either in a physical printout version or in a digital version via online application, whichever applicable.
3. **SOLAR ATAP CONTRACT**
The Solar ATAP Contract comprising of terms and conditions hereunder and the Solar ATAP application form.
4. **SOLAR ATAP CONSUMER**
Means any consumer who:
 - (a) is a registered consumer of TNB who has entered into the Electricity Supply Contract; and
 - (b) is operating the Renewable Energy System on the rooftop of the Premises under Solar ATAP.
5. **BILLING CYCLE PERIOD**
Means
 - (i) the period beginning on the Commissioning Date and ending on the last day of the month in which the Commissioning Date occurs; and
 - (ii) each full month thereafter during the term of this Solar ATAP Contract, or such other period as may be approved by the Energy Commission and/or Government of Malaysia from time to time.
6. **BILLING MONTH**
Means the period between two (2) successive meter readings. The Bi-directional Meter is normally read at intervals of approximately thirty (30) days.
7. **BI-DIRECTIONAL METER**
Means the meaning assigned to it under the Solar ATAP Guidelines, supplied and installed by TNB for the measurement of the Import Energy and the Export Energy.
8. **CHANGE OF TENANCY**
Means a change of the consumer under the Electricity Supply Contract and Solar ATAP Contract.
9. **COMMISSIONING DATE**
Means the date on which the Bi-directional Meter is commissioned and as notified by TNB.
10. **ENERGY COMMISSION**
The Energy Commission established under the Energy Commission Act 2001.
11. **ELECTRICITY SUPPLY CONTRACT**
Means the existing electricity supply contract entered into between the Solar ATAP Consumer and TNB for the supply of electricity at the Premises in accordance with the Act.
12. **EXPORT ENERGY**
Means the renewable energy generated and delivered by the Renewable Energy System to TNB's system, as measured in kWh by the Bi-directional Meter.
13. **IMPLEMENTING AGENCY**
Means the Implementing Agency assigned to it under the Solar ATAP Guidelines.
14. **IMPORT ENERGY**
Means the electricity supplied by TNB and consumed by the Solar ATAP Consumer, as measured in kWh by the Bi-directional Meter.
15. **kW**
Means kilowatt.
16. **kWh**
Means kilowatt-hour.
17. **LAWS**
Any provisions of the Act, principle of law as decided by the court or court order which affects any issues relating to the supply of electricity to the Solar ATAP Consumer.
18. **MAXIMUM ALLOWABLE QUANTITY**
Means the meaning assigned to it under the Solar ATAP Guidelines

19. **METER INSTALLATION CHARGES**
Means an upfront contribution amount payable by Solar ATAP Consumer requiring infrastructure for new supply and/or upgrading of existing infrastructure for additional supply requirement and for the purpose of this Solar ATAP Contract, the installation and connection of Bi-directional Meter.
20. **PREMISES**
Means any building together with its land, outbuildings and any structures within the same compound occupied or used by the Solar ATAP Consumer. Excluding multi-tenant properties as defined under the Solar ATAP Guidelines.
21. **PV METER**
Means the meaning assigned to it under the Solar ATAP Guidelines, procured and installed by the Solar ATAP Consumer for the measurement of the Renewable Energy System.
22. **RENEWABLE ENERGY SYSTEM**
Means the renewable energy system located on the rooftop of the Premises which fully complies with the Technical Guidelines and the guidelines as may be issued by the Energy Commission, grid-connected inverter, the associated protection and control devices, alternating current and direct current cables and other related devices up to the Solar ATAP Consumer's termination point.
23. **SOLAR ATAP**
Means the programme under the Solar ATAP Guidelines.
24. **SOLAR ATAP GUIDELINES**
Means the Guidelines for Solar Accelerated Transition Action Programme in Peninsular Malaysia issued by the Energy Commission under the Act, as may be amended, revised, modified or supplemented from time to time.
25. **TECHNICAL GUIDELINES**
Means TNB's technical guidelines as may be amended, revised, modified, supplemented from time to time, which provide the minimum technical, operation and safety requirements in ensuring that the features of the Renewable Energy System and Bi-directional Meter are compatible with TNB's requirements.
26. **TNB**
Means Tenaga Nasional Berhad (Company Registration No. 199001009294 (200866-W)), a public limited company incorporated in Malaysia under the Companies Act 2016 and listed on the Bursa Malaysia with its registered address at Pejabat Setiausaha Syarikat, Tenaga Nasional Berhad, Tingkat 16, Tower A, TNB Platinum, No.3, Jalan Bukit Pantai, 59100, Kuala Lumpur.

A. TERM OF SOLAR ATAP CONTRACT

This Solar ATAP Contract shall be effective on the Commissioning Date and shall remain in effect for a term of ten (10) years which expires on the last day of the month in which the tenth (10th) anniversary of the Commissioning Date occurs, unless otherwise terminated in accordance with the provisions of this Solar ATAP Contract or Solar ATAP Guidelines. Upon the expiry of the term of this Solar ATAP Contract, the Solar ATAP Consumer agrees with TNB that the Solar ATAP Consumer shall be registered by TNB as self-consumption and subject to the guideline relating to self-consumption as issued by the Energy Commission.

B. SOLAR ATAP CONSUMER'S COVENANTS

1. SOLAR ATAP CONSUMER DECLARATION

The Solar ATAP Consumer shall:

- (a) abide at all times to the Solar ATAP Consumer Declaration as stipulated in the Solar ATAP application form;
- (b) comply with the terms and conditions under this Solar ATAP Contract, the provisions under the Solar ATAP Guideline and the Act; and
- (c) comply with the provisions of all statutes, ordinances, by-laws, regulations and rules for the time being in force affecting the Premises or any constructions, improvements, installations, additions or alterations thereon and forthwith to satisfy all requirements of the municipality or any other local authority with respect to the Premises.

2. REPRESENTATIONS AND WARRANTIES OF THE SOLAR ATAP CONSUMER

The Solar ATAP Consumer represents and warrants to TNB that:

- (a) If Solar ATAP Consumer is an individual, he is a domicile and having a residential address in Malaysia;
- (b) If Solar ATAP Consumer is an entity, its entity is duly organized and validly existing under the laws of Malaysia and having a registered business in Malaysia;
- (c) The Solar ATAP Consumer has all requisite power and authority to execute, deliver and perform its obligations under this Solar ATAP Contract;
- (d) The Solar ATAP Consumer has full control and possession of the Premises, including all necessary ownership rights, leases, tenancies, title and/or interest of the Premises;
- (e) If the Solar ATAP Consumer is a tenant of the premises, the Solar ATAP Consumer shall have obtained the prior written consent of the owner of the Premises for the installation and commissioning of the Bi-Directional Meter;
- (f) The Solar ATAP Consumer is not insolvent and/or subject to any pending action or proceeding affecting the Solar ATAP Consumer before any court, government entity or arbitrator that is likely to affect materially and adversely the financial condition or operations of the Solar ATAP Consumer and the ability of the Solar ATAP Consumer to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Solar ATAP contract;
- (g) The Solar ATAP Consumer shall remain a consumer of record of TNB for its own electricity consumption in good standing at all times;
- (h) The Solar ATAP Consumer shall immediately notify TNB of any change in the Solar ATAP Consumer's information as provided for the purpose of this Solar ATAP Contract; and
- (i) This Solar ATAP Contract constitutes a legal, valid and binding obligation of the Solar ATAP Consumer.

3. METER INSTALLATION CHARGE

To pay to TNB a Meter Installation Charge in full (if any) and such payment to be paid before any work of installation and connection of the Bi-directional Meter is commenced by TNB.

4. DISCONNECTION FEE

In the event the Renewable Energy and/or electricity supply is disconnected from the Premises, then appropriate fees shall be charged for such disconnection.

5. COST AND EXPENSES FOR RENEWABLE ENERGY SYSTEM, BI-DIRECTIONAL METER AND PV METER

All costs and expenses relating to the procurement, installation, testing, energizing and commissioning of the Renewable Energy System, the Bi-directional Meter and the PV Meter together with the replacement or any future modification or relocation of the Renewable Energy System, the Bi-directional Meter and the PV Meter shall solely be borne by the Solar ATAP Consumer.

6. EXCEPTIONS TO ACCEPT THE EXPORT ENERGY

Notwithstanding any other provision in this Solar ATAP Contract, TNB shall not be obligated to accept the Export Energy and pay for such Export Energy if any of the following circumstances occurs:

- (a) Any energy generated exceeds the electricity consumed from the grid or the Maximum Allowable Quantity (whichever lower) during the Billing Period;
- (b) For such periods and under such circumstances as TNB thinks fit having regard to public safety and private safety;
- (c) Any emergency condition occurs;
- (d) The Renewable Energy System delivers the Export Energy which does not conform to the prudent utility practices;
- (e) TNB interrupts the acceptance of the Export Energy to conduct necessary maintenance of TNB's system or the Bi-directional Meter;
- (f) Any constraint in TNB's system to which the Renewable Energy System relates;
- (g) Any dishonest consumption of the electricity by the Solar ATAP Consumer or any third person;
- (h) Any of the force majeure event as set forth in Electricity Supply Contract and this Solar ATAP Contract;
- (i) The disconnection of the Renewable Energy System from TNB's system due to the failure of the Solar ATAP Consumer to pay the amount as stipulated under Clause 21 (Billing and Payment); or
- (j) the Solar ATAP Consumer is in non-compliance with its obligations under Clause 2 (Solar ATAP Application Form) and Clause 1 (Solar ATAP Consumer Declaration) of this Solar ATAP Contract.

7. OVER-CAPACITY INSTALLATION AND CONSEQUENCES

In the event the Solar ATAP Consumer installs the Renewable Energy System in excess of the capacity approved by the Implementing Agency, TNB shall be entitled to issue a written notice requiring the Solar ATAP Consumer to undertake all necessary modifications to ensure compliance. Until such non-compliance is fully rectified to TNB's satisfaction, TNB shall not be obliged to accept such Export Energy from the Solar ATAP Consumer, nor to make any payment in respect of such Export Energy.

8. UPKEEP AND MAINTENANCE OF TNB'S INSTALLATION AND EQUIPMENT

The Solar ATAP Consumer agrees: -

- (a) to take steps to ensure no damage or tampering is caused to the said installation and equipment;
- (b) to allow TNB to maintain any electrical installation and equipment within the Solar ATAP Consumer's premises at any time for safety purposes.

If there is any defect or abnormality on the installation, TNB shall have the right to make good the defects without being liable for any damages provided always it is not due to the negligence or willful acts of TNB, its employees or agents.

9. TERMINATION BY THE SOLAR ATAP CONSUMER

Subject to Clause 24 (iv) (Disconnection of Supply), to give TNB notice in writing and shall be served by: -

- (a) hand delivery;
- (b) registered post;
- (c) regular post; or
- (d) electronically as determined by TNB.

Termination of Solar ATAP Contract shall be effective three (3) working days after TNB received the termination notice. The Solar ATAP Consumer shall provide access for TNB to perform the supply disconnection and if the Solar ATAP Consumer fails to do so, the termination shall not come into effect and Solar ATAP Consumer must pay all charges related to the electricity consumption at the Premises until the actual disconnection of supply and termination of the Solar ATAP contract can be performed.

10. VACATED PREMISES

If the Solar ATAP Consumer vacates the Premises without giving any notice to TNB as provided under Clause 9 (Termination by the Solar ATAP Consumer), the Solar ATAP Consumer shall be liable to pay all charges under this Solar ATAP Contract and any charges payable under the Electricity Supply Contract until the effective termination of this Solar ATAP Contract.

11. NON-TRANSFERABLE AND NO SETTING OFF OF CREDIT AMOUNT

- (a) The Solar ATAP Consumer shall not be entitled to transfer any credit amount to any other accounts of the Solar ATAP Consumer or any third party account unless specified in the Solar ATAP Guidelines. For the avoidance of doubt, any remaining credit amount which may be subsisting at the end of each Billing Cycle Period or upon the termination of this Solar ATAP Contract, as the case may be, shall be adjusted to zero without any compensation to the Solar ATAP Consumer.
- (b) The Solar ATAP Consumer shall not be entitled to set off any credit amount any outstanding sums due and payable to TNB under the Electricity Supply Contract.

12. RESPONSIBILITY TO MAKE GOOD ALL DAMAGES

The Solar ATAP Consumer shall pay for all damages which are intentionally caused on TNB's installation within the Solar ATAP Consumer's premises or due to negligence on the Solar ATAP Consumer's part or any persons under his control.

13. NO INTERFERENCE OF ELECTRICITY SUPPLY TO OTHER CONSUMERS

- (a) To operate and maintain the Renewable Energy System and/or use electricity supply so as not to interfere with the supply of electricity to any other consumers or TNB's electrical installation;
- (b) In the occurrence of the circumstances in Clause 13(a) above, the Solar ATAP Consumer shall make good any loss or damage to TNB and/or made payment for the amount in the reasonable opinion of TNB to be the costs making good for such loss or damage.

14. RENEWABLE ENERGY INSTALLATIONS

- (a) All renewable energy installations shall be subjected to the relevant guideline as approved by Energy Commission;
- (b) Renewable Energy System complies with the Technical Guidelines, all prevailing statutory requirements and best practices on safety, reliability and power quality of electrical installation as stipulated in the Malaysian Distribution Code and any amendments made thereunder;
- (c) The Solar ATAP Consumer undertakes to operate and maintain the Renewable Energy System in accordance with the Technical Guidelines and the guidelines as may be issued by Energy Commission;
- (d) The Renewable Energy System shall incorporate an anti-islanding function to ensure that the Renewable Energy System automatically disconnect from TNB's system during power interruption to allow TNB's personnel to work safely on the TNB's system;
- (e) The Solar ATAP Consumer shall not install and operate any system or meter which enables the Solar ATAP Consumer to allocate or sell energy generated by the Renewable Energy System to other resident within the vicinity of the Premises;
- (f) The specifications of the Renewable Energy System shall be as set in the Solar ATAP application form;

15. ACCESS

The Solar ATAP Consumer consents with TNB that the authorized employees, servants, agents and/or representatives of TNB shall be permitted to have access to the premises of the Solar ATAP Consumer at reasonable time, manner and circumstances: -

- (a) To carry out their duties which include but not limited to the/ inspection and/or test and/or construction, installation, inspection, testing and/or reading of the Bi-directional Meter, the PV Meter and/or the Renewable Energy System and/or other things relevant to the supply of electricity and disconnection to the Solar ATAP Consumer's premises.
- (b) To disconnect the Renewable Energy supply of electricity to the Premises upon the occurrence of any of the circumstances as set out in Clause 24 (Disconnection of Supply).
- (c) For entry pursuant to Clause 15(a) above, TNB shall make good any damage, if any, as a result of such entry.

C. TNB'S COVENANTS

16. LOCATION OF TNB'S INSTALLATION

TNB shall determine the position and end-connection of entry route of the service lines or cable(s) including cut-out fuses, meter(s), and others to the Solar ATAP Consumer's premises. In the event that the Solar ATAP Consumer wishes to remove the said installation, authorization of TNB must be obtained and the costs of the removal shall be fully borne by the Solar ATAP Consumer. Any removal made without written authorization shall entitle TNB to disconnect the supply without any notice.

17. USAGE OF INSTALLATION FOR OTHER CONSUMER

TNB may use its part of the installation to supply electricity to other consumers in the area.

18. INSPECTION BY TNB

- (a) TNB may need to inspect and test all installations before connection of Renewable Energy System or electricity supply. However, it is the responsibility of the Solar ATAP Consumer and its competent person, electrical contractor or electrical services contractor, as the case may be, to ensure that the installations are safe and in accordance with the Act;
- (b) The Solar ATAP Consumer shall inform TNB of any proposed extensions or alterations to the installations so that TNB may conduct inspection and test of the extension or alteration if TNB so desires;
- (c) TNB does not accept any responsibility for any loss or damage caused by or occurs during or after test due to any defect in the installation and any test carried out by TNB is for TNB's purposes only and does not imply any warranty that the installation is suitable for the Solar ATAP Consumer's purposes or that it fully complies with the Act or any subsequent amendments made there under.

19. TEMPORARY DISCONNECTION OF SUPPLY

TNB may temporarily disconnect the supply to the Solar ATAP Consumer's premises for any purposes in connection with TNB's electricity supply system by giving a prior notice. TNB shall not be liable to provide any alternative supply after the disconnection.

20. EQUIPMENTS AND INSTALLATIONS

Any installation comprising mains and service lines and other ancillary equipment up to and including the Bi-directional Meter will be the property of TNB.

D. IT IS HEREBY AGREED BY BOTH PARTIES

21. BILLING AND PAYMENT

- (a) The Solar ATAP Consumer is subjected to billing calculation as per the Solar ATAP Guidelines. The prevailing tariff to be charged to the Solar ATAP Consumer is as provided by the Act and approved by the Energy Commission and/or Government of Malaysia .
- (b) All bills including but not limited to any other applicable charges in respect of any amounts payable to TNB shall be rendered to the Solar ATAP Consumer monthly and shall be paid by the Solar ATAP Consumer within thirty days of its presentation;
- (c) TNB shall have the right to impose surcharge of one percent (1%) on the outstanding amount calculated until the date of full payment;
- (d) The Solar ATAP Consumer shall be liable for electricity bills issued by TNB including any unpaid amount insofar as the account is registered under the Solar ATAP Consumer's name regardless of any consumption of electricity by any third party;
- (e) The Solar ATAP 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 Solar ATAP Consumer such as false credit card, bounced cheque and any other invalid payment;
- (f) In the event the Solar ATAP Consumer fails to make payments of any amount pursuant to Clause 21(b), (c) (d) and (e) above, TNB shall have the right to disconnect electricity supply at the Solar ATAP Consumer's premises;
- (g) The Solar ATAP Consumer shall be liable to pay for any unpaid amount of electricity bill and/or loss of revenue and/or expenses incurred by TNB by reason of dishonest consumption of electricity supply in accordance with the provisions of the Act;
- (h) TNB shall have the right to make adjustment and to update the Solar ATAP Consumer's account in accordance with the Law.

22. REMOVAL OF TNB INSTALLATION

If the Solar ATAP Consumer or the proprietor of the premises requests TNB to remove or relocate the supply line, pole, sub-station, pylon or any other TNB's installation or equipment within or outside the Solar ATAP Consumer's premises, subject to consent by TNB if the transmission/distribution system is not disrupted, all costs of executing the removal or relocation shall be fully borne by the Solar ATAP Consumer or the proprietor as the case may be.

23. EVENT OF DEFAULT

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

- (a) Act or default of the Solar ATAP Consumer affecting the efficiency and/or safety of TNB's installation;
- (b) The Solar ATAP Consumer has failed to comply and/or breach with any provision of this Solar ATAP Contract and/or the Act and/or commit any offence under the Act;
- (c) The Solar ATAP 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 Solar ATAP Consumer acknowledges in writing its inability to pay its debt as such debts become due;
- (e) The Solar ATAP 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 Solar ATAP Consumer is under receivership or under special administration or liquidation;
- (h) The Solar ATAP Consumer is declared a bankrupt by the Court;
- (i) Upon the Solar ATAP Consumer dissolution or death;
- (j) Failure to pay the amount as stipulated under Clause 21 (Billing and Payment) of this Solar ATAP Contract;
- (k) Consumption of electricity in any dishonest manner;
- (l) Any warranty, representation or covenant made by the Solar ATAP Consumer in this Solar ATAP Contract is false or inaccurate in any material respect;
- (m) The occurrence of a Change of Tenancy;
- (n) The Electricity Supply Contract is terminated for any reason whatsoever;
- (o) In the event the Solar ATAP Consumer vacates the Premises pursuant to Clause 10 (Vacated Premises);
- (p) Failure by the Solar ATAP Consumer to remedy the non-compliance within the rectification period stipulated in TNB's notice under Clause 7 (Over-Capacity Installation and Consequences);or
- (q) The Solar ATAP Consumer fails to comply with any of the provisions stipulated under Clause 1 (Solar ATAP Consumer Declaration) of this Solar ATAP Contract.

On such effective date of termination hereof, TNB shall be discharged from any obligations and liabilities under this Solar ATAP Contract.

24. DISCONNECTION OF SUPPLY

- (a) Subject to the Act, TNB shall have the right to disconnect the Renewable Energy System to the Premises without giving prior notice in any situations mentioned below:
- (i) any default by the Solar ATAP Consumer under Clause 21 (Billing and Payment) and such default are not remedied within the stipulated period if any;
 - (ii) by Court Order/Judgment;
 - (iii) if in the opinion of TNB that the continuation of the delivery of renewable energy by the Renewable Energy System to TNB's system or the supply of electricity to the Premises will jeopardize the safety, reliability or security of TNB's system or presents an imminent physical threat or endanger the safety, life or health of any person or property;
 - (iv) upon the receipt of the termination notice indicating the intention to terminate this Solar ATAP Contract by either TNB or the Solar ATAP Consumer;
 - (v) the occurrence of the circumstances as described in Clause 6(e) or Clause 6(f) (Exceptions to Accept the Export Energy);
 - (vi) any right to disconnect the Renewable Energy system under this Solar ATAP Contract and/or the supply of electricity under the Electricity Supply Contract to the Premises without notice as provided under the Act;
 - (vii) any removal made to any TNB's installation and equipment which is likely to cause danger under the Act; or
 - (viii) any relocation made to any TNB's installation or equipment without TNB's consent.
- (b) For the avoidance of doubt, the Solar ATAP Consumer hereby irrevocably and unconditionally agrees and acknowledges that:
- (i) TNB shall be excused from all its obligations under this Solar ATAP Contract in the event TNB exercises its rights to disconnect the Renewable Energy System from TNB's system and/or the supply of electricity under the Electricity Supply Contract to the Premises in any situations as set out in this Clause 24; and
 - (ii) TNB shall not be responsible for any loss or damage that may arise as a result of the disconnection of the Renewable Energy System from of electricity to the Premises.

25. TERMINATION OF CONTRACT BY TNB

- (a) TNB may terminate this Solar ATAP Contract on reasonable grounds taking into account of the circumstances accordingly, or for reasons permitted by the Law and this Solar ATAP Contract by giving fourteen (14) working days' notice in writing of its intention to do so;
- (b) TNB may terminate this Solar ATAP Contract under Clause 23 (Event of Default) by giving fourteen (14) working days' notice from the date of expiry of the remedy period (if applicable);
- (c) If the Solar ATAP Consumer renders to TNB a notice of disconnection of supply thereby it shall be deemed as a notice of termination of the Solar ATAP Contract subject to the issuance of notice under Clause 25(a);
- (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, TNB shall have the right to terminate this Contract upon giving a written notice of not less than 48 hours;
- (e) If TNB for any reasons pursuant to any laws or under any direction of the Energy Commission and/or relevant authority has been given the right to terminate this Solar ATAP Contract.

26. NOTICES

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

- (i) if service is delivered by hand, at the time of such delivery and duly acknowledged;
- (ii) if service is by way of post, on the third (3rd) Working Day after posting thereof;
- (iii) if service is by way of electronic means, at the time of delivery to the recipient; or
- (iv) if service is by way of post and electronic means, on the third (3rd) Working Day after posting thereof.

27. 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 Solar ATAP 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.

28. FORCE MAJEURE

TNB shall not be liable to the Solar ATAP Consumer for any breach of terms and conditions of this Solar ATAP 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.

29. INDEMNITY

The Solar ATAP Consumer shall defend, indemnify and hold harmless TNB, and its officers, directors, employees agents, contractors and subcontractors, from and against any and all claims, judgments, losses, damages, liabilities, cost or expenses including all reasonable legal fees arising out of or in connection with any personal injury, death or property damage or any other loss of any nature whatsoever to the extent, resulting from:

- (a) any act, omission, neglect or default of the Solar ATAP Consumer or the Solar ATAP Consumer's employees, agents, contractors or subcontractors; or
- (b) a breach of this Solar ATAP Contract or of any applicable law by the Solar ATAP Consumer or the Solar ATAP Consumer's employees, agents, contractors or subcontractors; or
- (c) any claim or suit brought or threatened to be brought against TNB as a result of a breach of this Solar ATAP Contract or of any applicable law by the Solar ATAP Consumer or the Solar ATAP Consumer's employees, agents, contractors or subcontractors.

E. MISCELLANEOUS

30. TAXES

The Solar ATAP Consumer shall be responsible for all present and future taxes, duties, levies and other similar charges including any related interest and penalties, however designated, arising out or in connection with the supply of any kind imposed by law.

31. GOVERNING LAW

This Solar ATAP 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.

32. AMENDMENT, MODIFICATION OR REPLACEMENT

TNB reserves the right to amend, modify, revise or replace the terms and conditions stipulated under this Solar ATAP Contract from time to time. TNB may give notice of amendment to the Solar ATAP Consumer in such a manner as TNB reasonably deems appropriate.

33. CHANGE IN SOLAR ATAP AND/OR THE ACT

In the event of any change in the Solar ATAP Guidelines and/or the Act including but not limited to the application of the Technical Guidelines or the discontinuation of the Solar ATAP as decided by Energy Commission, TNB may give notice to the Solar ATAP Consumer unilaterally amend the terms and conditions of this Solar ATAP Contract in any manner that it deems fit in order to ensure the compliance to the decision, the Act and the Guidelines.

34. ASSIGNMENT

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

35. 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 acknowledge or acquiescence, TNB shall be entitled to exercise its rights under this Contract.

36. 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 Solar ATAP Contract and shall be applicable concurrently with the terms and conditions set out in this Solar ATAP Contract;
- (b) For the avoidance of doubt, in the event of any inconsistency between the terms and conditions of this Solar ATAP Contract and the terms and conditions of the Electricity Supply Contract, the terms and conditions of the Electricity Supply Contract shall prevail to the extent of its inconsistencies.

37. APPLICABILITY OF SOLAR ATAP GUIDELINES

For the avoidance of doubt, the Solar ATAP Guidelines shall be deemed incorporated into this Solar ATAP Contract and this Solar ATAP Contract shall be read together with Solar ATAP Guidelines. If there is any conflict between the provisions of the Solar ATAP Guidelines and this Solar ATAP Contract, the provisions in the Solar ATAP Guidelines shall prevail.

38. TIME PERIOD

Time wherever mentioned shall be the essence of this Solar ATAP Contract.

39. SUCCESSORS-IN-TITLE

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

40. STAMP DUTY

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

41. SEVERABILITY

If any one or more of the provisions or part thereof contained in this Solar ATAP 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.

42. INSTALLATION OF EQUIPMENT TO GENERATE RENEWABLE ENERGY

The Solar ATAP Consumer shall inform TNB on any equipment installed at his premise for the purpose of generating renewable energy.

43. POWER QUALITY

The Solar ATAP Consumer shall ensure all its electrical installations have sufficient immunity against short duration voltage events (sags & swells) and transient events, and shall not generate other significant power quality voltage signatures that might have detrimental effects to the electrical supply systems. The related power quality technical standards are defined in TNB Electricity Supply Application Handbook (ESAH).

44. POWER FACTOR

The Solar ATAP Consumer shall at any time use its best endeavor to obtain the highest power factor possible close to the value of 1.0 in all the operation of the Solar ATAP Consumer's electrical installations. A power factor charge shall be imposed on the Solar ATAP Consumer based on the current rates approved as provided by the Act if the power factor in any month falls short of the minimum power factor set under the existing TNB policy.

45. CONFIDENTIALITY

- (a) Except as it is or becomes a part of the public domain, all information provided by either Party under this Solar ATAP Contract shall be confidential at all times unless specified otherwise in writing;
- (b) The Solar ATAP Consumer agrees that TNB may disclose all information provided by the Solar ATAP Consumer under this Solar ATAP Contract (including but not limited to any data or information from the reading of the meters), without limitation to the relevant departments and subsidiaries of TNB, including TNB's agents, advisors and outsource service providers, inside or outside of Malaysia, as well as the Energy Commission, any other government entity and court or if required by any laws and regulations made thereunder.

46. PERSONAL DATA

- (a) The Solar ATAP Consumer hereby consents and authorizes TNB (including its agents and authorized service providers) to collect, use, process, and disclose the Solar ATAP Consumer's personal data (including sensitive personal data for identity verification) as a data controller, in accordance with the Personal Data Protection Act 2010 and the relevant code of practice ("PDPA"), and TNB's Personal Data Protection Notice, which can be accessed at <https://www.tnb.com.my/pdpa>, for the purposes of this Solar ATAP Contract and any purposes directly related thereto.
- (b) In the event TNB is being provided with any personal data (including sensitive personal data for identity verification) by the Solar ATAP Consumer relating to any individuals including but not limited to the Solar ATAP Consumer's shareholders, directors, officers and/or authorized representatives for the purpose of this Solar ATAP Contract, the Solar ATAP Consumer hereby agrees and warrants that the Solar ATAP Consumers shall comply and have adequate measures in place to ensure compliance at all times with the PDPA, and further confirms that the Solar ATAP Consumer has obtained the requisite consent from the respective individuals in accordance with the PDPA 2010 for the personal data to be collected, used, processed and disclosed by TNB as a data controller in accordance with the PDPA 2010 and TNB Personal Data Protection Notice which can be accessed at <https://www.tnb.com.my/pdpa>. The Solar ATAP Consumer shall provide the necessary consent upon receiving a written request from TNB and further agrees to update TNB in writing in the event of any material change to the said personal data.
- (c) Notwithstanding clause 46(a) above, the Solar ATAP Consumer further consents and authorizes TNB to disclose the Solar ATAP

Consumer's personal data, limited to Solar ATAP Welcome Letter to the Consumer's appointed service providers for the purpose of Solar ATAP application.

47. INTEGRITY

- (a) The Solar ATAP Consumer shall in the performance of this Solar ATAP Contract:
 - (i) comply with all applicable anti-bribery and anti-corruption laws and regulations including but not limited to the Malaysian Anti-Corruption Commission Act 2009;
 - (ii) act honestly and fairly;
 - (iii) provide TNB with true and accurate information;
 - (iv) 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;
 - (v) 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 this Solar ATAP Contract;
 - (vi) 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, including but not limited to offer or provide any gratification to expedite a process in relation to work carried out for TNB;
 - (vii) not collude with other parties interested in this Solar ATAP Contract to preclude or compromise the implementation of this or the Solar ATAP Consumer's employees, agents, contractors or subcontractors. The Solar ATAP Consumer also undertakes to report to TNB, through its official reporting channels, any such attempts made by others to involve the Solar ATAP Consumer in acts of collusion against TNB;
 - (viii) not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may be 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;
 - (ix) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
 - (x) take reasonable and adequate measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of TNB;
 - (xi) ensure compliance of the abovementioned provisions by the Solar ATAP Consumer's employees, agents, contractors or consultants that are directly dealing with TNB, or acting on behalf of TNB in relation to this Solar ATAP Contract; and
 - (xii) immediately notify TNB in writing, if it is aware of any breach of this provision, or if it becomes reasonably suspicious that this provision may have been breached.
- (b) Without prejudice to any other rights of TNB, if the Solar ATAP Consumer, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, TNB will be entitled to terminate this Solar ATAP Contract at any time, by giving immediate written notice to that effect to the Solar ATAP Consumer.

-END OF CLAUSE-