



EMITSOLAR GENERAL TERMS AND CONDITIONS

BY SIGNING OR ACCEPTING THE PROPOSAL AND/OR THE SERVICE ORDER (IN THE MANNER AS WE HAVE DETERMINED, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. DEFINITION AND INTERPRETATION

- 1.1 “Acceptance Test” means the appropriate acceptance test, performed to ensure that the Solar PV System is ready for Customer’s use, and “Acceptance Form” means either acceptance form, work completion checklist or advice form, or such other document by whatever name evidencing the same.
- 1.2 “Affiliate” means either a subsidiary of the parent company of Time, a subsidiary of such a subsidiary, another subsidiary of the parent company of Time or an associate company of such subsidiary, a subsidiary or associate of Time;
- 1.3 “Agreement” means the Service Order or electronic, digital or online order, order detail form, the General Terms, the Proposal, the applicable Service Schedule (if any) and if applicable, the auto-debit payment schedule, any other payment channels terms and conditions, unless otherwise defined in the General Terms, Proposal and Service Order where applicable;
- 1.4 “Agreement Date” means the date of signing and acceptance of the Service Order by the Customer.
- 1.5 “Applicable Law” means the applicable constitution, law, statute, enactment, ordinance, code, by-law, rule, regulation, order, judgment or decree of any government, state or political subdivision thereof, courts, regulator or semi-regulatory or administrative body;
- 1.6 “Balance Charges” means the combined total of (a) Monthly Charges multiplied by the unexpired balance of the Term calculated from the Commissioning Date, as the case may be (expressed in months) and b) any other outstanding Charges in arrears or to be billed during the Term;
- 1.7 “Cancellation Cost” or “Cancellation Charges” means those costs that is payable (as determined by Time) if the Proposal and/or the Service Order is cancelled after the Agreement Date prior to the installation date, or such other date as set out in the applicable documents.
- 1.8 “Charges” may include a registration fee, deposit, one-time charge, Monthly Charges, One Time Charges, Extra Charges, Buyout Fees, or any other charges which could either be recurring or a onetime in nature.
- 1.9 “Commissioning Date” means the NEM Commissioning Date stated in the NEM Letter as notified by TNB or any date determined by Time where the Solar PV System is fully operational
- 1.10 “Customer”, “you” or “your” means the customer whose particulars or details are identified in the section referred to as either “*Applicant Information*”,

“Customer Information” or “Customer Details” in our Proposal and/or Service Order, online subscription portal or sign-up application.

- 1.11 “Force Majeure Event” means (i) rebellion, civil unrest, riot, acts of terrorism, declaration of war, national emergencies, national disasters, strikes, lock-outs, fire, explosion, acts of God, adverse inclement weather, lightning-strikes, natural disasters, earthquakes, diseases, epidemics, pandemics, quarantines, government lockdowns, public health movement restriction order, occurrence of a power interruption, interruption to supply chain that is beyond the reasonable control of Time, commercial power failure, disruption of interconnected communications facilities or networks, acts by Government, regulatory bodies, national councils, local authorities or other appropriate authorities or any other event which is beyond the reasonable control of Time; and (ii) which materially affects the services and/or the provision of services to you. Time reserves the right, at its sole discretion, to modify or update the list of force majeure events. Any changes made by Time to the force majeure events list shall be communicated to the Customer in writing. The modified force majeure events shall be applicable to this Agreement upon such notification.
- 1.12 “Extra Charges” mean either a one-off or recurring charge that may (if applicable) be levied on Customer;
- 1.13 “General Terms” means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between parties.
- 1.14 “Government Authority” means the Government of Malaysia, including any national or local governmental authority or municipality of Malaysia, and all ministries, directorates, departments, divisions or political sub-divisions, institutions, services, state-owned companies, representations, court, tribunal, instrumentation, authorities, committees, commission and/or agencies or companies under the direct or indirect control of the Government of Malaysia.
- 1.15 “Installation” means installation of the Solar PV System by Time at the Site as provided by you in the Service Order.
- 1.16 “MACC” means the Malaysian Anti-Corruption Commission, established under the Malaysian Anti-Corruption Commission Act 2009.
- 1.17 “Monthly Charges” means the monthly rental and any other recurring charges stated in the Service Order charged in full on a calendar month basis commencing from the Commissioning Date;
- 1.18 “NEM” refers to Net Energy Metering, refers to a regulatory framework and incentive program established by the Regulatory Authorities, wherein electricity consumers who generate electricity from renewable sources, such as solar photovoltaic (PV) systems, may offset their electricity consumption costs by exporting their surplus Solar Electricity to the grid.
- 1.19 “NEM Application” means to all required steps to participate in the NEM program.

- 1.20 “NEM Letter” means the issued by TNB to the Customer in relation to the NET Energy Metering (NEM) program.
- 1.21 “Operation” means an event or events that is or are deemed to occur when the Solar PV System is (i) mechanically complete and operating and (ii) Solar Electricity is delivered through the Solar PV System's meter and to the Site's designated electrical system.
- 1.22 "One-time Charge" or "OTC" means a fee that the Customer pays to Time for services, in respect of the Solar PV System.
- 1.23 “Permit” means all governmental permits, licenses, certificates, approvals, variances and other entitlements for use necessary for the installation and Operation of the Solar PV System.
- 1.24 “Permission” includes approvals, authorisations, permissions, and consents.
- 1.25 “Solar Electricity” means the electricity generated by the Solar PV System.
- 1.26 “Solar PV System” means the goods (including any temporary or trial units, instalment of the goods or any parts of them) and/or services set out in the Service Order and/or acceptance of any order (or any part thereof) which includes but not limited to the supply installation, operation and decommission of solar photovoltaic system and its components.
- 1.27 “Regulatory Authorities” means the energy market regulators in Malaysia, which include (without limitation) Energy Commission of Malaysia (“EC”), and Sustainable Energy Development Authority of Malaysia (“SEDA”); and communications industry regulator in Malaysia.
- 1.28 “Proposal” means the design proposal/ preliminary assessment report / site survey report prepared by the Time and/or Time Team on behalf of Time, outlining among others, the proposed specification and/or capacity of the Solar PV System.
- 1.29 “SEDA” means the Sustainable Energy Development Authority Malaysia, a statutory body established under the Sustainable Energy Development Authority Act 2011, responsible for regulating and promoting sustainable energy development, including solar photovoltaic systems in Malaysia.
- 1.30 “SST” means either the sales tax imposed pursuant to the Malaysian Sales Tax Act 2018 (Act 806) (if applicable) and/or the service tax imposed pursuant to the Malaysian Service Tax Act 2018 (Act 807) (where applicable) (including any amendments thereof);
- 1.31 “Service Order” or “Service Order Form” means a service order or order confirmation, accepted, signed and entered into between the Parties for the Solar PV System, which includes the Proposal and all applicable forms and terms;

- 1.32 “Site” means the land, building, premises, structure or improvement, where the Solar PV System are to be installed or the services on the Solar PV System are performed, by Time, subject to Time's approval.
- 1.33 “Term” means the period commencing from the Agreement Date to the NEM Term End Date as stated in the NEM Letter, unless otherwise terminated under the terms of the Agreement;
- 1.34 “Time Team” means Time’s employees, contractors or authorised third parties.
- 1.35 “Time”, “our” or “we” refers to TIME Energy Sdn Bhd or the entity whose name appears in the footer of the Service Order (as the case may be).
- 1.36 “TNB” means Tenaga Nasional Berhad (200866-W), a company incorporated in Malaysia under the Companies Act 1965 and having 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.
- 1.37 “VAT” means value added tax.
- 1.38 Any reference in these General Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended to the relevant time.
- 1.39 The headings in these General Terms are for convenience only and shall not affect their interpretation.

2. GENERAL

- 2.1 Digitally Signing. In addition to the conventional method of indicating your acceptance of the Proposal and/or Service Order or any other document required by Time by signing a printed version thereof at the appropriate, you may also do so by (i) clicking on the “I Accept” or “I Agree” button or similar indicators and/or marking the appropriate check box where so indicated in our website, (ii) using a stylus-pen to sign on a portable digital device (such as a tablet or other portal electronic device) your signature (iii) by responding “I Accept” or “I Agree” to the electronic mail where the Proposal and/or Service Order is attached, indicating your acceptance electronically to the terms and conditions outlined therein or (iii) such manner as we may prescribed at our website periodically. If the Customer is a legal entity, firm or proprietorship, unless you inform us otherwise, you are deemed to have represented that the individual indicating acceptance on your behalf is permitted by you to do so, and you are estopped from denying such representation.
- 2.2 Your Account. Upon acceptance of the completed Service Order, or electronic order by Time we will create an account, and assign an account number. This account number identifies you as our customer in our system and in all communications, correspondences and invoicing from us to you. You will have one account number with us and it will be used for all services subscribed by you and it identifies you as our customer. If you already have an account number

assigned by us, no new account number will be assigned. A change of account number is not the issuance of a new and independent account identifier.

3. CUSTOMER ACKNOWLEDGEMENT

3.1 Time agrees to install and operate the Solar PV System at the Site as provided and described in the Service Order and/or the Proposal. By accepting and acknowledging the Service Order and/or the Proposal, you acknowledge and agree to be bound by the following terms and conditions:

3.1.1 terms and conditions of the Proposal and Service Order prepared by Time and/or Time Team on behalf of Time outlining among others, the proposed specification and/or capacity of the Solar PV System of the Solar PV System ("Proposal");

3.1.2 terms and conditions imposed by SEDA as the implementing agency for NEM scheme as part of precondition for issuance of the NEM certificate and such other terms and conditions imposed by SEDA from time to time;

3.1.3 terms and conditions imposed by TNB for conversion of existing electricity system to NEM and other terms and conditions Imposed by TNB from time to time; and

3.1.4 these General Terms including any variations and/or amendments thereto.

3.2 You further acknowledge and agree that: -

3.2.1 unless otherwise expressly agreed in writing or as specified in or modified by the applicable Proposal, Service Order, these General Terms shall apply to and govern the rights and obligations of the Parties;

3.2.2 Time reserves the right to withdraw or reject any offer made in the Proposal and/or Service Order at any time after your acceptance and acknowledgment of the Service Order in accordance with this Clause; and

3.2.3 in the event of any conflict or inconsistency between the terms provided in the Proposal, Service Order and this Agreement, such conflict or inconsistency shall be resolved in accordance with the provisions of this Agreement; and

3.2.4 Time accepts no responsibility if any Applicable Law changes which results any way affecting the Solar PV System's Operations, or any form of Savings Guarantee provided herein.

4. TERM

4.1 The Customer agrees that the Term for the Agreement shall commence on the Agreement Date (as defined above) and shall be subsisting until the NEM End Date

as specified in the NEM Letter, unless otherwise terminated by either Party in accordance with the terms of this Agreement.

- 4.2 Save where otherwise provided in the applicable Service Order, the Customer shall enter into a new agreement with Time no later than ninety (90) days prior to the expiration of Term, failing which, Time reserves the right to terminate this Agreement in accordance with the termination clause(s) and pursue any remedies available under the law or as stipulated in this Agreement. The provisions of this clause 4 shall survive the expiration or termination of this Agreement for any reason.

5. REPRESENTATION AND AUTHORISATION; SITE ACCESS; PROPOSAL

- 5.1 You acknowledge that you and/or your authorized representative had consented and granted permission to Time carrying out a survey on the proposed Site for the preparation of the Proposal and Service Order (“Site Survey”).
- 5.2 You further acknowledge that you have authorize Time, to process (including but not limited to access, obtain, verify and/or use) any data or information from any source (including but not limited to credit reference agencies, credit reporting agencies (CRA) Bank Negara Malaysia (BNM), any credit bureau and/or Central Credit Reference Information System (CCRIS) and such relevant authorities) together with CTOS Data Systems Sdn Bhd for the purposes of disclosing any such credit information of Customer to Time in order to allow Time to process Customer’s credit information to determine Customer’s credit standing in relation to this Agreement.
- 5.3 You further acknowledge that the preparation of the Proposal and Service Order and the installation of the Solar PV System is subjected to Time having verified and accessing your credit standing, and any other information provided by you as may be necessary.
- 5.4 You expressly warrant that you and the Site:-
- (a) are eligible to participate with the NEM program meeting all necessary criteria set forth by the relevant Regulatory Authorities, TNB or Government Authority; and
 - (b) have not participated in any previous solar programs by the Government; and
 - (c) have no known existing issues or matters that could hinder or impede the NEM Application process.
 - (d) that the Site’s TNB meter has not been modified, damaged or altered for the NEM application and there are no ongoing or prior issues which may hinder or obstruct the NEM application.
- 5.5 You agree to ensure that either yourself or another authorized person or representative designated by you are present at the Site Survey..
- 5.6 You expressly warrant that the Site for the proposed installation provided in the Service Order is suitable and fit for purpose for the installation of the Solar PV

System and any issues or concerns regarding the Site suitability, if any, shall be communicated to Time prior to installation. In this regard: -

5.6.1 If Time and/or the Time Team identifies any problems or potential problems which may hinder the installation and operation of the Solar PV System, and upon such items being highlighted by the Time and/or the Time Team, you choose to proceed with the installation, you shall indemnify us and/or the Time Team for any damage/problems that may be caused arising out from your decision to proceed with such installation.

5.6.2 Notwithstanding the above, you also acknowledge and agree that the Site Survey conducted for the preparation of the Proposal and Service Order shall not be considered as a comprehensive assessment of the Site, and therefore, certain aspects or conditions of the Site may not have been fully observed, documented, or accounted for.

5.6.3 Time shall not be held liable and responsible for: -

(a) any damages, losses, or liabilities resulting from unsuitability of the proposed Site for installation of the Solar PV System;

(b) any indirect, incidental, consequential, or punitive damages arising from the installation or operation of the Solar PV System;

(c) any damages, losses, or liabilities arising from pre-existing roof conditions, including but not limited to structural instability, leaks, or inadequate load-bearing capacity; and/or

(d) any damages, losses, or liabilities resulting from roof leaks or structural issues discovered after installation of the Solar PV System.

5.7 The proposed Solar PV System capacity and solar PV system package are subject to change prior to or during the installation depending on the condition of the Site before and/or during installation. In the event the proposed specification or capacity for the Solar PV System is not suitable at that juncture, then the Customer shall reasonably accept the alternative specification offered by Time (if any).

5.8 Time may at its absolute discretion modify or substitute any components as required depending on the Site condition and the availability of the components provided always that such replaced component(s) is of equivalent, specification, application and performance.

6. DELIVERY AND INSTALLATION

6.1 For the purpose of delivery and installation of the Solar PV System, you and/or your authorised representative covenants and agrees that:

6.1.1 you have the lawful title to the Site and have the full right to enter to this Agreement.

6.1.2 you shall grant permission to Time and/or Time's representative or Time Team to enter the Site where the Solar PV System is proposed to be

installed and commissioned, at any reasonable time. In the event the Site is co-owned or occupied by another person, you have procured their agreement to grant access for entry and installation and operation of the Solar PV System;

- 6.1.3 you agree to ensure that you (or another authorized person or representative) are present at the Site for such delivery and installation;
 - 6.1.4 you agree to sign all documents and take all actions Time and/or the Time Team requires in order to permit the installation of the Solar PV System and arrange to connect the Solar PV System to the electricity grid; and
 - 6.1.5 you agree and consent for Time and/or the Time Team to apply for permits required from the TNB, Regulatory Authorities, Government Authority, all local government permits and approval or planning requirements for the delivery, installation and operation of the Solar PV System and/or the NEM Application and procedures.
 - 6.1.6 you shall also be required to execute and comply with all necessary agreements and documents for the NEM Application including but not limited to a NEM Contract between the Customer and TNB.
- 6.2 The Solar PV System shall be delivered and installed in the following manner:
- 6.2.1 Solar PV System installation (including equipment) will be carried out by Time and/or the Time Team at the Site and in accordance with the Proposal. A copy of the Proposal duly signed and agreed by you together with information on the Site shall form an integral part of this Agreement. In the event that unforeseen circumstances arise during the installation process, such as unforeseen site conditions, adjustments to the original proposal may be necessary. You shall reasonably agree any necessary changes to the Proposal;
 - 6.2.2 The installation shall take place on the installation date as agreed by the parties;
 - 6.2.3 In the event that the Customer decides to withdraw the Proposal and/or Service Order and/or terminate this agreement before the arranged installation date, subsequent to the execution of the Proposal and/or Service Order, it is a material condition that the customer provides written notice of cancellation at least two (2) working days in advance. Should the Customer fail to provide the stipulated notice period of two (2) working days, the customer acknowledges and agrees to remit a penalty fee of RM500 and/or to pay the applicable Cancellation Charges.
 - 6.2.4 In the event that the Customer request additional works or changes to the installation of the Solar PV System which is not part of Time standard installation methods of Time, Time reserves the right to charge Extra Charges for such works.
 - 6.2.5 The Customer shall ensure that the authorised person stated in the Service Order (or another representative) are present at the Site for

such installation and/or testing and commissioning. In the event of a change of the authorised person, the Customer shall promptly notify Time of the updated information.;

- 6.2.6 Where the installation has been concluded without your presence and you subsequently require any changes or adjustments, the cost for the changes (if any) shall be borne by you;
 - 6.2.7 testing and commissioning of the Solar PV System shall take place upon successful installation of the Solar PV System, upon the signing of the Acceptance Form at any such date as determined by Time and/or Time Team;
 - 6.2.8 Where the testing and commissioning has been concluded (i) without your presence or (ii) that the test results revealed the Solar PV System as having performed at their intended standard and which no further correction and/or adjustments is required, the installation shall be deemed as completed and delivered in conformity with the functionality, and free of all deformities or deficiency;
 - 6.2.9 If you elect not to witness the scheduled tests while testing is being performed, you are allowed to appoint anyone to witness the test, however if you subsequently request for any additional new test, the costs for the additional test (if any) shall be borne by you;
 - 6.2.10 Time shall handle all necessary application with TNB and any other relevant regulatory bodies on the conversion of existing electricity system to NEM;
 - 6.2.11 TNB and any other relevant regulatory bodies may contact you directly for reasons such as to conduct installation and/or upgrading of your existing electricity meter and you shall comply with their instructions accordingly;
 - 6.2.12 It is your responsibility to promptly inform Time of any correspondence with TNB and any relevant regulatory authority, including the receipt of the NEM letter. This notification is essential for Time to take the necessary steps to activate the Solar PV System.
 - 6.2.13 If during the NEM Application, it was discovered that you are required you to pay any charges, fees, arrears or penalties to TNB or any Government Authorities or to conduct any rectifications which are not part the standard NEM Application procedures, you shall promptly settle this amount or conduct such rectifications to ensure a successful NEM Application.
 - 6.2.14 NEM testing may be conducted by TNB prior to the installation of the Solar PV System; and
- 6.3 You shall assume all risk of loss or damage to the Solar PV System upon completion of installation and upon your signing of the Acceptance Form.

- 6.4 Any delivery and/or installation of the Solar PV System shall be subject to stock availability and partial delivery shall be allowed. Notwithstanding the proposed installation and delivery date stated in the Service Order, Time may need to change and/or suspend and/or cancel the installation or delivery date in the following circumstances:
- (a) where there is a shortage of stock availability;
 - (b) where there is inclement weather;
 - (c) where the nature of the Site results in unanticipated installation factors or requires additional equipment necessary to install the Solar PV System and
 - (d) where the nature of the Site results in unanticipated installation factors rendering the site being unsuitable for Solar PV System installation
 - (e) any other circumstance reasonably requiring Time to change the installation date.

any scheduled delivery dates are therefore merely an estimate or approximate dates of delivery and not a guaranty of the date of delivery.

- 6.5 Further, Time may terminate this Agreement at any time and without liability if, at Time's sole discretion, Time determines the installation or services of the Solar PV System cannot be provided due to factor including but not limited to safety, access, roof condition, excess shading, product availability or potential problems with the NEM application. The Service Order will be cancelled with immediate effect and full amount of deposit (if any) will be refunded after deducting any expenses incurred.
- 6.6 Time shall not be liable for any loss, damage, charges, costs, expense and/or claims arising out of or in connection with any late delivery, suspension, cancellation or termination of the Service Order. You hereby waive the right to make any deduction from payment due to Time in respect of any set-off or counter-claim unless Time agrees in writing.
- 6.7 Following the installation of the Solar PV System, any subsequent requests for alterations or modifications to the Solar PV System by the Customer shall be subject to Extra Charges, the details of which shall be determined by Time. Such Extra Charges will be communicated to the Customer and payment is required in accordance with the terms specified by Time. If the cost or occurrence of such modification, repairs or any corrective measures required are due to the Customer's negligence, wilful acts or misconduct or breach of this Agreement, the Customer shall fully reimburse Time for such costs.

7. SYSTEM MONITORING, ACCESS, AND OPERATION

- 7.1 Upon installation of the Solar PV System commencing from the Commissioning Date, Time shall be responsible for the standard operations of the Solar PV System and shall, at all times, ensure the Solar PV System is fully operational at the specified capacity and efficiency level. In the event that Solar Electricity production levels fall below acceptable performance levels, Time will promptly

diagnose the issue and take necessary actions to rectify and restore the Solar PV System's performance.

- 7.2 The Customer shall at all times upon the Commissioning Date and where applicable: -
- 7.2.1 ensure Time and the Time Team's representatives, agents, employees and/or servants have convenient and safe access to all parts of the Site necessary to conduct any required site inspections or to deliver, install, repair and operate the Solar PV System; and/or to carry out routine maintenance, scheduled maintenance and repair of the Solar PV System;
 - 7.2.2 not hinder or obstruct this access; and
 - 7.2.3 ensure the Site at all times, including but not limited to its roof, supporting structures and electrical system, are sound and able to accommodate installation, operate and repair of the Solar PV System.
 - 7.2.4 ensure the Site has an Internet connectivity for the Solar PV System.
- 7.3 You hereby grant permission for Time to remotely monitor the Solar PV System and utilize your home internet connection either via wired and/or WiFi connectivity, which must be maintained in working and acceptable condition at no cost to Time. You are further required to promptly inform us of any changes that may affect the Solar PV System monitoring.
- 7.4 Time may issue instructions to you at any given time, including but not limited to conducting physical checks or requesting system reboots or shutdowns, which you are obliged to conduct within the timeframe requested by Time. For clarification, any unauthorized shutdown of the system is strictly prohibited.
- 7.5 Time reserves the right to access the Solar PV System as needed for monitoring or optimization purposes, and further reserves the right to replace or modify the configuration or placement of the Solar PV System to optimize its performance at no cost to the Customer.
- 7.6 At any point upon the Agreement Date, Time shall have the right to access the Site to remove, suspend or turn off the Solar PV System immediately in the following situations if:
- 7.6.1 a Customer Event of Default occurs;
 - 7.6.2 this Agreement is terminated by the Customer for any reason other than in accordance with terms of the Agreement;
 - 7.6.3 the Customer fails to make any payments and/or Charges due to Time in the manner provided for in the Agreement and/or Service Order; or
 - 7.6.4 Time is in receipt of a direction, order or notice issued by TNB, the Government Authority, and/or the Regulatory Authorities either:-
 - (i) requiring Time to suspend or terminate the provision or Operations of the Solar PV System to the Customer; or

- (ii) rejecting the Customer's NEM Application for reasons not attributable to Time; or
- (iii) declaring that the use of the Solar PV System is contrary to the Applicable Law.

8. SAVINGS GUARANTEE

- 8.1 During the Term, Time guarantees an annual savings, calculated as the cumulative monthly savings over the specified time frame, as stipulated in the Proposal through the use of the Solar PV System ("Savings Guarantee"). The savings is derived from (a) your direct utilisation of the Solar Electricity; and (b) exporting any unutilised Solar Electricity to the grid via the NEM program. The Savings Guarantee shall only be applicable for electricity consumption charges and shall excludes ICPT, SST, and KWTBB charges.
- 8.2 The Savings Guarantee shall commence from the Commissioning Date or any other date as determined by Time, up to the NEM End Date specified in the NEM Letter.
- 8.3 The Savings Guarantee will be assessed annually by Time at the end of each anniversary of the NEM Commissioning Date. Time reserves the right to realign the first anniversary date to coincide with your monthly TNB bill date, with adjustments made on a pro-rated basis. The said assessment report will be compiled within 30 days following the anniversary date or adjusted anniversary date (if applicable). ("Annual Assessment Report").
- 8.4 The Savings Guarantee shall be based on Solar Electricity generation data from the Solar PV System inverter or any other electricity monitoring meter installed by Time.
- 8.5 If there are any shortfalls in the Savings Guarantee identified in the Annual Assessment Report, Time will credit the shortfall amount to the Customer's account as rebate in future bills. Time may request your monthly TNB bills for the period of the Savings Guarantee if required before crediting any rebates in your future bills.
- 8.6 The Savings Guarantee is contingent upon and subject to the following: -
- 8.6.1 limited to the annual Savings Guarantee stipulated in the Service Order
 - 8.6.2 limited to the Time Recommended System Size or stated in the Proposal, which ever is lower, Time Recommended System Size is derived from the current electricity usage of the Site, the roof conditions and also the prevailing tariffs to maximise savings. For the purpose of clarity, the Proposal may stipulate a different system size than the Recommended System Size for reasons such as follows;
 - (a) a larger Solar PV System size at the request of the Customer; or
 - (b) a smaller Solar PV System at the request of the Customer or due to Site conditions.

- 8.6.3 the minimum monthly total household electricity consumption, which was derived from the Site's electricity bills provided by the Customer for the preparation of the Proposal ("Minimum Monthly Electricity Usage"). If the total Site electricity usage falls below the Minimum Monthly Electricity Usage, the month(s) where the total consumption is below the Minimum Monthly Electricity Usage, the affected month(s) will be excluded from the annual Savings Guarantee on a prorated basis. For illustration purpose, if there's 2 months where the electricity consumption is below the Minimum Monthly Electricity Usage, the annual Savings Guarantee shall be reduced by 16.67% (2 months / 12 months) and consecutively, the savings for the affected 2 months shall be excluded from the Annual Assessment Report;
 - 8.6.4 the Customer taking reasonable steps to maximise the generation of Solar Electricity and;
 - 8.6.5 the Customer using their best endeavours to ensure the Solar PV System is always fully operational;
 - 8.6.6 the Customer granting Time the right of access to the Site to conduct inspections, operate, assurance checks, conducting modifications, upgrading, replacement of Solar PV System components, performance monitoring and/or to repair and rectify any problems within the timeframe specified by Time;
 - 8.6.7 prompt and immediate notification by the Customer to Time if any fault, defects, issues or other problems related or may impact the Solar PV System;
 - 8.6.8 prompt and immediate resolution by the Customer to Time if any fault, defects, issues or other problems or concerns related to the site electrical system which may impact the Solar PV System generation ability; and
 - 8.6.9 no disconnection, powering down, manipulation, relocation, dismantling, interfering with, impairing, deactivating, displacing, or causing damage to the Solar System in any manner that undermines its ability to generate Solar Electricity at acceptable performance level.
- 8.7 The Savings Guarantee shall not apply to the circumstances described below, whereby Time reserve its rights to suspend, reassess, modify or void the Savings Guarantee and/or exclude the affected months from the Annual Assessment Reports:
- 8.7.1 Force Majeure events, natural disasters, or other events or external factors beyond Time's control that may affect the Solar PV System performance and the Customer's electricity savings;
 - 8.7.2 unauthorized modifications or alterations, or damages to the Solar PV System or Site electrical system caused by parties other than Time;

- 8.7.3 failure to adhere to the recommended maintenance and operating procedures specified in the Solar PV System's user manual;
- 8.7.4 any changes to the existing Site the electrical system including but not limited to disconnection by TNB, any changes in the applicable TNB account or incoming power supply.
- 8.7.5 any changes and/or event which may result in the system being unable to operate at its optimal performance.
- 8.7.6 any changes in government policies, regulations, or tariffs related to electricity consumption and savings.
- 8.7.7 Internet connectivity disconnection and/or Internet connection not being made available by the Customer for Time to conduct continuous monitoring of the Solar PV System.
- 8.7.8 the Customer is in breach of its obligations specific in this Agreement.

9. CHARGES, INVOICING & PAYMENT

- 9.1 Payment Charges. The customer agrees to pay the Monthly Charges or any Charges as specified in the invoice provided by Time.
- 9.2 Scope of Charges. The Charges are as indicated and detailed in the Service Order or indicated in any following correspondence and/or notification. All Charges exclude applicable VAT, SST or any other form of consumption taxes (as may be imposed by law from time to time) in respect of the provision of taxable service by a taxable person (as a service provider) to a customer (other than income or corporate taxes). If any withholding tax is applicable to a Customer making payment to Time for the Service, then the Customer shall gross up the Charges such that Time receives the full Charges net of withholding tax.
- 9.3 Deposits. If the Customer is required to pay a deposit to Time (as may be specified in the Service Order) and it is not expressly waived, then the following conditions shall be applicable:
 - 9.3.1 The deposit paid by you is as security for the due observance and performance by you of the provisions of the Agreement.
 - 9.3.2 The deposit amount shall be maintained throughout the Service Order and/or Agreement at such sum as may be specified in the Service Order;
 - 9.3.3 The deposit shall not, without Time prior written consent, be deemed to be or treated as payment of the Charges.
 - 9.3.4 No increase in the deposit is required if the Charges are increased, unless otherwise specified in the applicable Service Order.

- 9.3.5 Time may set off the deposit against any invoices issued and/or Charges due from you. If the deposit is set off by us and the Agreement is not terminated, you shall pay a further sum as deposit of such amount as may be notified by Time.
- 9.3.6 We shall refund the deposit to you within ninety (90) days from the date of expiry, termination or cessation of the Service, after deducting any unpaid invoices, outstanding Charges, Balance Charges, Cancellation Costs (if applicable) and/or Termination Charges (if applicable) due from the you to us under the Agreement free from any interest.
- 9.4 Refunds: All refunds including the refund of deposits under clause 9.3, if any, will be made in Ringgit Malaysia (RM) through telegraphic transfer at your indicated bank account, subject to the following: -
- 9.4.1 Refunds may setoff against any invoices issued and/or Charges due from you. If the deposit is set off by us and the Agreement is not terminated, you shall pay a further sum as deposit of such amount as may be notified by Time.
- 9.4.2 Refunds will be processed within ninety (90) days from the final bill date, or the date of expiry, termination, or cessation of the Services, after deducting any unpaid invoices, outstanding Charges, Balance Charges, Cancellation Costs (if applicable) and/or Termination Charges (if applicable) due from you to us under the Agreement free from any interest.
- 9.4.3 However, if you fail to provide us with the details of your bank account within the duration requested, the refund will then be made by way of cheque and sent to your last known address in our system. Should such cheque be returned undelivered and after the expiry of twelve (12) months and after making reasonable attempts to refund the amount, then we shall be at liberty to either retain such refunds after a lapse of twelve (12) months, and you are deemed to have consented to the same or deposit the same with the relevant authority designated under the Malaysian Unclaimed Moneys Act 1965. You may notify us of your latest correspondence address and we will send the refund to you to that address.
- 9.5 Invoicing. Time shall issue a tax invoice to the Customer for the Charges and the Customer shall pay and continue to pay the Charges by the due date stated in the invoices. Notwithstanding anything to the contrary, the Customer acknowledges and agrees that its obligation to pay all Charges due and payable shall not be waived, absolved or diminished by virtue of its failure or neglect to check, enquire, understand and ascertain the nature of Solar PV System services purchased by the Customer and the applicable charges associated with such Solar PV System services. The Customer further acknowledges that it shall be their responsibility to request from Time the invoices it has not received for any given billing period. If the Customer fails to pay the invoice by its due date, Time may impose a late payment charge for such unpaid invoices at the rate not exceeding 1.5% per month calculated on a monthly rest from the due date until full settlement. It is Customer's responsibility to request for invoices from Time

that it has not received. The Customer shall be responsible for all reasonable costs incurred by Time in the collection of any overdue amount.

- 9.6 Payment Channels. The Customer acknowledges and agrees to comply with the terms and conditions set forth by the selected payment channels, including but not limited to the Auto-Debit Payment Schedule which is available at our website, for all payments made under this agreement. The Customer is responsible for understanding and adhering to the terms and conditions, rules, policies, and procedures of the chosen payment method(s) and/or channels, including but not limited to credit/debit card providers, bank accounts, online payment platforms, and any other applicable payment methods.
- 9.7 Payment Method(s): Payment for Charges shall be made by way of Auto-Debit Payment Service (APS) or Direct Debit, where:
- 9.7.1 you hereby agree and authorize Time to initiate automated debits from your designated credit card or bank account for the Charges / Monthly Charges specified in the Service Order ("Debit Authorisation"). You further agree to maintain a sufficient balance in the designated credit card or bank account to cover the Charges and any applicable fees.
- 9.7.2 If there is a change to the designated card or bank account information, you shall promptly (but no less than seven (7) days in advance) inform Time, either orally or in writing, using the specified mode of communication determined by Time, including but not limited to the new account number issued under "lost card" or "conversion", termination/cancellation of bank/charge/credit card account, changes or renewal of expiry date.
- 9.7.3 If you do not update Time of updated your credit card or bank account information, and Time is unable to charge your designated card or bank account for the amount due on your Time account or there is any failure of the APS / direct debit to be processed by the designated card issuer or the financial institution shall you may be subject to applicable late fees, service interruption or suspension, decommissioning charges and any fees or charges assessed by your financial institution, and you shall continue to be liable to Time to settle the outstanding sum in your bill.
- 9.7.4 If Time does not receive full payment and/or the Monthly Charges you due to insufficient balance in your designate credit card / bank account on the payment due date OR due to your failure to update Time regarding the change of credit card or bank account information as stipulated in clause 9.7.3 OR due to your act of terminating or withdrawing the Debit Authorisation without Time's consent: -
- (a) Time shall have the option to use third party means, which shall include listing the Customer with Credit Reporting Agency, collection agencies and commencing legal proceedings and/or Time shall be entitled to appropriate a sufficient amount from the Customer's bank account to fulfil the amount due to Time at a later date;

- (b) Time may increase the frequency or number of attempts to charge payment to your credit/debit card/bank account to ensure that the Monthly Charges due to Time is paid in full; and
- (c) you shall be considered in breach of the General Terms and shall be liable to pay the Balance Charges in full immediately, including any applicable fees and outstanding charges.

9.8 Billing Cycle. On or after the Commissioning Date, Time may invoice the Customer for the Monthly Charges or recurring charges according to the applicable billing cycle.

9.9 Bank Charges. All payments made to Time shall be free and clear from all bank and service charges, and without deduction, set off or counter claim and the full invoiced amount is to be received by Time in discharge of Customer's payment obligations.

10. RIGHT TO USE THE SOLAR PV SYSTEM; RELOCATION

10.1 Right to Use. During the Agreement, Time grants to you an exclusive, non-transferable, revocable right to use the Solar PV System for the duration of the contract. You shall not sublicense the right to use the Solar PV System and or transfer the Solar PV System to a third party without Time's consent.

10.2 Relocation. The Customer may request to Time to relocate the Solar PV System installed at the Site at any time during the term of the Agreement, subject to Time's written agreement and to the following conditions:

10.2.1 you shall obtain Time's written agreement at least forty-five (45) working days prior to any such intended relocation;

10.2.2 the relocation shall be conditional upon the Net Energy Metering (NEM) approval and the terms stipulated by Government Authorities and also approval by TNB before any relocation;

10.2.3 subject to the site assessment conducted by Time at the new premise for the installation of the subscribed Solar PV system size;

10.2.4 you must pay Extra Charges for the relocation, which may include but not limited to the dismantling, reinstatement of the existing Site and the reinstallation of the Solar PV System at the new location;

10.2.5 The Solar PV System must be relocated to a new address where Time operates its services; and

10.2.6 Any damages to the Solar PV System incurred during the relocation shall be excluded any warranty provided herein.

In the event that the relocation of the Solar PV System does not adhere to the above conditions and/or is not feasible or cannot be achieved despite reasonable

efforts by the Customer, Time reserves the right to terminate this Agreement in accordance with the termination clause(s) and pursue any remedies available under the law or as stipulated in this Agreement.

11. OWNERSHIP, TITLE AND COVENANTS; OPTION TO PURCHASE

Ownership, Title and Covenants

- 11.1 You acknowledge and agree that the Solar PV System belongs to Time. Title to and ownership of the Solar PV System (and all other entitlements relating to the Solar PV System shall be wholly vested in Time, or any extensions thereof (if applicable). You shall have no other right, title and/or interest in or to the Solar PV System. You shall not make any representation to the contrary.
- 11.2 You shall keep the Solar PV System at all times free and clear from all claims, levies, liens, process, security interest and encumbrances.
- 11.3 You shall not disconnect, dismantle, alter, repair, or modify the Solar PV System in any way, including but not limited to reverse engineering the Solar PV System, decompiling or disassembling the Solar PV System.
- 11.4 You shall prior to making any proposed extensions or alterations to the Site, allow Time to recommend modifications or revisions to such proposed extensions or alterations to the Site. You shall at all times consider and comply with the recommendations made by Time if such recommendations relate to the safe and proper operation of the Solar PV System.
- 11.5 You shall not relocate, initiate or conduct activities that could reasonably damage, impair or otherwise adversely affect the Solar PV System or its function.
- 11.6 In the event you intend to sell, lease, assign, mortgage, pledge or otherwise alienate or encumber, whether in whole or in part, the Site (collectively, a "Transfer"), you shall give Time at least 3 months' written notice prior to any such intended Transfer. Such notice shall identify the transferee, the portion of Site to be Transferred and the proposed date of such Transfer. Such Transfer shall be subject to Time's agreement and consent, the approval of the Regulatory Authorities and/or Government Authority (if applicable) and in the event of a Transfer, the Customer shall procure that this Agreement be novated to the transferee consented to by Time, and that the transferee executes any and all such documents in such form and substance satisfactory to Time necessary to give effect to such novation.

Option to Purchase

- 11.7 Upon completion of five (5) years from commissioning date and subject to the Customer's compliance of all the obligations (including but not limited to payment obligations) under the Agreement, you have the option to purchase the Solar PV System by providing written notification to Time expressing its desire to purchase the Solar PV System based on the terms and conditions of this Agreement. Following the receipt of such notification, Time shall agree to sell the Solar PV System on such terms and conditions to be mutually agreed between by the Parties.

- 11.8 Upon the sale and purchase of the Solar PV System pursuant to Clause 11.7, Time shall transfer to the Customer the title ownership of the Solar PV System, free and clear of any liens or encumbrances. Such purchase of the Solar PV System shall be on as-is, where-is basis, and Time shall assign to the Customer any manufacturer valid warranties that are in effect as of the purchase and which are assignable pursuant to their terms.
- 11.9 You may opt for an extra fixed monthly advance buyout payments over a chosen tenure (“Advance Buyout Payments”). The cumulative sum of the Advanced Payments can be used to fully or partially offset the agreed purchase price at the end of the chosen tenure subject to terms and conditions to be agreed between Parties. At any time before the end of the chosen tenure, the Customer can also choose to convert the cumulative amount for future Monthly Charges or arrears, upon such conversions, the Parties the agreed option as stipulated in the Service Order shall lapse.

12. SERVICE INTERRUPTIONS OR SUSPENSION

- 12.1 Time does not warrant that the Operations of the Solar PV System is error-free, provided without interruption or fault. The operation of the Solar PV System may be interrupted due to (a) in cases of emergency, operational necessity or technically necessary; (b) a Force Majeure Event occurs; (c) a disruption occurs due to acts of third parties. If you are aware, you ought to notify Time of such interruption; and if we are aware we shall notify you of the same. Time shall restore the affected Operation(s) as soon as reasonably practicable upon the cessation of the above events.

12.2 Suspension. If

- (a) Charges or any invoice remains unpaid or outstanding for this or any other Services that are subscribed by the Customer (including if the Customer withholds any payments, persistently or repeatedly fails to make payment on the due date of the invoices);
- (b) Force Majeure Event occurs;
- (c) Clause 12.1 applies;
- (d) Customer’s use of Solar PV System is not in accordance with Applicable Laws;
- (e) the Customer is in breach of its obligations specified in this Agreement; and
- (f) Time is requested or directed by TNB, Governmental Authority, Regulatory Authorities and/or any relevant authority to suspend the Solar PV System;

then Time may suspend or turn-off the Solar PV System either after notifying the Customer at least five (5) days before doing so, as the case may be. During this period, the Savings Guarantee stipulated in Clause 8 shall be suspended.

- 12.3 Liability to pay invoices and charges due to suspension. Notwithstanding above and the event of the suspension as stipulated in Clause 12.2, you shall remain liable to pay to Time all applicable Charges during the period of interruption,



suspension or loss of Service(s) or any part thereof. You shall also be liable for all the costs and expenses, reconnection charges due to the suspension.

13. DISCLAIMER AND INDEMNITY

- 13.1 THE SOLAR PV SYSTEM IS PROVIDED BY TIME “AS IS” AND TIME HEREBY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ALL WARRANTIES FOR TITLE AND NON-INFRINGEMENT. TIME SHALL NOT BE LIABLE TO YOU FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THE AGREEMENT TO BE ENTERED BETWEEN THE PARTIES, THE PROVISIONS OF THIS CLAUSE 13 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.
- 13.2 Neither Party shall be liable to the other Party under this Agreement and/or Service Order for loss of production, loss of profit, loss of use, loss of business or market share, loss of data, revenue or any other economic loss, whether direct or indirect, or for any indirect, incidental, consequential, aggravated or exemplary damages, whether or not the possibility of such damages could have been reasonably foreseen. To the extent permitted by law, Time is not responsible for any injury or damage to persons or property which may be caused directly or indirectly, in whole or in part due to installation of the Solar PV System at the Site.
- 13.3 Unless otherwise specified in the Agreement or the Service Order, Time shall not be responsible for any losses or damages caused or contributed by either (i) your breach under clause 13.5; and (ii) third-party services or products which you access, use or acquire (whether by yourself or by Time acting on your behalf) together with the Solar PV System, nor shall Time be responsible for any losses suffered by you due to any system interruption or suspension.
- 13.4 Save where prohibited by Applicable Law and due to the negligence, willful default or misconduct of a Party and/or unless otherwise specified in the applicable Service Order, the liability of Time to the Customer for all damages, losses, costs or expenses arising out of, in connection with or related to the Service Order, regardless of the legal principle that imposes such liability, whether in contract, equity, intended conduct, tort or otherwise, will be limited to and will not exceed, (in the aggregate for all claims, actions and causes of action of every kind and nature), an amount equal to the aggregate value of the monthly charges payable to Time (excluding any third party recurring charges) for a twelve (12) months period.
- 13.5 The Customer shall indemnify and hold Time harmless against any and all loss, liability, cost, expense or claim (including reasonable legal expenses) suffered or incurred by Time arising directly or indirectly from or in connection with: -
- (a) any failure by the Customer to comply with any of the provisions of the Agreement and/or Service Order, such other rules, regulations and policies

as specified in the Agreement and/or the Service Order, third party service providers terms of services, any instructions, notices or directions issued by Time and/or any appropriate authorities or any Applicable Laws in force;

- (b) any claims for libel, infringement of intellectual property rights or breach of any Applicable Law whatsoever arising from or attributable to any material transmitted, received or stored via the Solar PV System and from all claims arising out of any act or omission of the Customer or any unauthorized use of the Solar PV System;
- (c) any damage to Time property, any damage to any property (including third party's property) or personal injury (including death) attributable to the any act or omission of the Customer and of any person under its control or acting under its authority; or
- (d) any and all claims, demands, proceedings or fines made or imposed against Time by a third party arising out of, in connection with or due to the Customer's breach of these terms or in using the Solar PV System, including claims for defamation, infringement of intellectual property rights, death or personal injury and/or property damage.

14. EVENTS OF DEFAULT

Events of Default by Time. The following shall constitute a "Time Event of Default" under this Agreement:

- 14.1 The Time fails to comply with or operate in conformity with any obligation of this Agreement and such failure if capable of remedy continues uncured for a period of sixty (60) days, after receipt of notice of such failure from the other Party;
- 14.2 Any warranty, representation or covenant made by Time in this Agreement is false or inaccurate in any material respect or Time in breach of Time's representations and warranties made herein;
- 14.3 Any of the following:
 - 14.3.1 an order is made or an effective resolution is passed for the winding up, dissolution or bankruptcy of Time, or for the reconstruction and amalgamation of Time otherwise than pursuant to section 366 of the Malaysian Companies Act 2016 or similar proceedings under any Applicable Law;
 - 14.3.2 a receiver, receiver and manager, judicial manager, provisional liquidator, liquidator, trustee in bankruptcy or like official is appointed over the whole or substantially the whole of the undertaking of Time;
 - 14.3.3 Time makes any arrangement for the benefit of or enters into any arrangement or composition agreement with its creditors;
 - 14.3.4 holder of an encumbrance takes possession of the whole or substantially the whole of the property of Time;

- 14.3.5 execution is levied against the assets or undertaking of Time; and a claim may be made accordingly;
- 14.3.6 Time infringed or violated any Applicable Law pertaining to the use of the Solar PV System and Time has failed, neglected or refused to remedy such an infringement or violation within the time frame stipulated by the relevant authority.

Events of Default by the Customer. The following shall constitute a "Customer Event of Default" under this Agreement:

- 14.4 The Customer fails to make a payment of any amount which is due and payable under this Agreement within fourteen (14) days after receipt after notice of non-payment from Time.
- 14.5 The Customer fails to comply with or operate in conformity with any obligation of this Agreement (other than a payment obligation) and such failure, if capable of remedy, continues uncured for a period of thirty (30) days, after receipt of such failure from the other party;
- 14.6 Any warranty, representation or covenant made by the Customer in this Agreement is false or inaccurate in any material respect;
- 14.7 Any of the following:
 - 14.7.1 an order is made or an effective resolution is passed for the winding up, dissolution or bankruptcy of the Customer, or for the reconstruction and amalgamation of the Customer otherwise than pursuant to section 366 of the Malaysian Companies Act 2016 or similar proceedings under any Applicable Law;
 - 14.7.2 a receiver, receiver and manager, judicial manager, provisional liquidator, liquidator, trustee in bankruptcy or like official is appointed over the whole or substantially the whole of the undertaking of the Customer;
 - 14.7.3 the Customer makes any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors;
 - 14.7.4 holder of an encumbrance takes possession of the whole or substantially the whole of the property of the Customer;
 - 14.7.5 execution is levied against the assets or undertaking of the Customer; and a claim may be made accordingly;
 - 14.7.6 the Customer infringed or violated any Applicable Law pertaining to the use of the Solar PV System;
 - 14.7.7 failing to provide the Time reasonable access rights and thereby materially affecting the installation, repair and/or operation of the Solar PV System by Time;
 - 14.7.8 the Site is demolished, destroyed and/or damaged.

15. TERMINATION AND SUSPENSION

- 15.1 Termination by Customer. Customer may immediately terminate the Service Order or the Agreement (a) due to the occurrence of a Time Event of Default; and (b) the Customer has issued a notice requiring Time to remedy or rectify such Time Event Default within thirty (30) days and Time has failed, neglected or refused to do so.
- 15.2 Termination and Suspension by Time. Without prejudice to any other right or remedy, Time may immediately terminate and/or suspend the Service Order or this Agreement (a) due to an occurrence of a Customer Event of Default where Time has issued a notice requiring the Customer to remedy or rectify such default within thirty (30) days and the Customer has failed, neglected or refused to do so; or either if (b) Time is in receipt of a direction, order or notice issued by TNB, the Government Authority and Regulatory Authorities either requiring Time to terminate the provision of the Solar PV System to the Customer, suspend the Operations or declaring that the use of the Solar PV System is contrary to the Applicable Law; or (c) the Customer infringed or violated the Applicable Law pertaining to the use of the Solar PV System and has failed, neglected and/or refused to remedy the infringement or violation within the time frame stipulated by the relevant authority.
- 15.3 Termination for Force Majeure. If a Force Majeure Event occurs, the party affected by the event shall promptly notify the other party in writing, providing details of the event and its expected duration. The obligations of the affected party shall be suspended during the period that the Force Majeure Event continues, and such party shall be granted an extension of time for performance equal to the duration of the Force Majeure Event. If a Force Majeure Event occurs and continues for thirty (90) continuous days, then either Party may in writing terminate the Agreement and/or Service Order without any liability to each other, save for antecedent breaches and neither Party shall be liable for any breach, failure or delay in performance of its obligations pursuant to or of these terms (excluding Customer's payment obligations), death or personal injury suffered.
- 15.4 Termination Notices to be in writing. Unless otherwise specified in the applicable Service Schedule, all notices of termination under this Clause 15 General Terms must be in writing and signed by the Party and sent to the other Party, and a copy of which may be sent via electronic mail containing the scanned letter as an attachment.
- 15.5 Consequences of Termination.
- 15.5.1 If Time terminates this Agreement pursuant to Clause 15.2 or pursuant to any other provision in the applicable Service Order that grants Time a specific right to terminate due to a breach by the Customer, OR if the Customer terminates this Agreement and/or the Service Order after the Agreement Date but before the expiry the Term for any reason other than a Time Event of Default, then the Customer shall pay Time the Balance Charges, along with all agreed Charges in arrears up to the date of termination as well as any future Charges. The Customer shall also reimburse Time for any expenses reasonably

incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchased Solar PV System, administration fees and dismantling and reinstatement fees) up to and including the date of termination. This amount may be deducted from any deposit refund and in the event the amount exceeds the deposit the Customer shall pay Time the Balance Charges.

- 15.5.2 If Customer terminates this Agreement pursuant to Clause 15.1 General Terms or pursuant any specific provision in the applicable Service Order that grant the Customer a specific right to terminate due to a breach by Time, the Customer shall pay any Charges that are in arrears up to the date of termination.
- 15.5.3 If the Agreement is terminated due to a Force Majeure pursuant to Clause 15.3 General Terms, then neither the Balance Charges nor the Termination Charges shall be payable by Customer but the Customer shall pay any Charges that are in arrears up to the date of termination and Time shall not be liable to the Customer for any losses, damages or expenses suffered.
- 15.5.4 Regardless of the Party terminating the Agreement and/or in the event that the NEM Application fails to be procured due to no fault of the Customer, the Customer shall return the Solar PV System and Time shall have the option to remove the Solar PV System from the Site upon such termination and/or event. In addition, the Customer shall provide the Time with access rights to perform such activities and shall also extend to the Time all reasonable assistance in connection with such removal of the Solar PV System. Time shall not be liable to the Customer for any losses, damages or expenses suffered for the removal of the Solar PV System.
- 15.5.5 In all cases and where applicable, the Customer shall reimburse Time for all third-party charges, costs and expenses that are imposed on Time by such third party in order for Time to terminate the Solar PV System and/or services provided by such third parties. The Customer shall be responsible for bearing all costs associated with the removal of the Solar PV System.

16. NOTICE

- 16.1 You consent to the delivery and/or service of any notice, invoice, statement or other communication hereunder by electronic mail, hand, courier and/or by prepaid ordinary post to your address as set out in the Service Order or to your last known address in our records.
- 16.2 Notices, demands or other communications shall be deemed effective if (a) by electronic mail, on the day immediately after successful transmission; (b) hand delivery, on the day of delivery; (c) by prepaid ordinary post, five (5) business days after despatch; (d) by courier, one (1) business day after despatch; (e) by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error. If receipt is on a day, which is not a business day, then receipt shall be deemed to occur on the next immediate business day.

- 16.3 You agree that in the event that any action is initiated in the courts in Malaysia in respect of this Agreement, the legal process and other documents may be served by posting the documents to you by registered post at the address set out in this Service Order or to your last known address in our records and such service shall, on the fifth (5) day after posting, be deemed to be good and sufficient service of such legal process or documents.

17. MISCELLANEOUS

- 17.1 Changes in Law. Should a new law or an amendment to an existing law occur that impacts the Service Order or the Solar PV System, then notwithstanding anything contained herein, the clauses herein shall be deemed to be amended to such an extent as is necessary to enable Parties to comply with such laws.

17.2 Anti-Bribery and Corruption.

17.2.1 The Customer agrees that:

- (a) it shall strictly comply with all laws and regulations relating to anti-bribery and corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 (“Anti-Bribery and Corruption Laws”);
- (b) it has read, understood and agreed at all times during the term of this Service Order to comply with Time’s Business Integrity & Anti-Corruption Policy which can be viewed at www.emitsolar.com (“Time’s Business Integrity & Anti-Corruption Policy”) and detailed provisions relating to anti-bribery and corruption and shall form an integral part of this Service Order;
- (c) it shall inform and undertake that all its employees, representatives, personnel, subcontractors, consultants and agent(s) (“Representatives”) who will work on this Service Order comply with the requirements of Time’s Business Integrity & Anti-Corruption Policy; and
- (d) it shall take all measures to prevent corrupt practices, unfair means and illegal activities at all times throughout the term of this Service Order including maintaining accurate books, records and accounts related to its activities and internal controls.

17.2.2 The Customer agrees that any non-compliance with Anti-Bribery and Corruption Laws or Time’s Business Integrity & Anti-Corruption Policy is a ground for Time to forthwith terminate the Agreement.

17.2.3 The Customer agrees to indemnify and hold harmless Time in respect to any claims made against Time arising out of any breach by it and/or its Representatives of any provision of this clause or any non-compliance with Anti-Bribery and Corruption Laws and/or Time’s Business Integrity & Anti-Corruption Policy.

- 17.3 **Conclusive Evidence.** The Parties agree that a certificate of indebtedness issued by the Time officer in charge of finance shall be binding evidence as to the amount due and owing by Customer to Time and is conclusive in any legal proceedings, save for manifest errors or omissions.
- 17.4 **Representation.** You represent and warrant that all information required and furnished by you or any representative appointed by yourself, to Time in connection with the Solar PV System and in the Proposal or Service Order are correct and accurate in every material respect and are not false, misleading, deceptive, defamatory and/or unlawful. Nothing herein or the applicable Service Schedule shall imply any obligation on the part of Time to verify the accuracy and authenticity of such information. Additionally, you and Time represent and warrant to each other that (a) each Party has the necessary capacity, authority, rights, licences and permissions to enter into and perform its obligations under this Agreement; and (b) the Service Order together with the General Terms is a valid and enforceable agreement against a Party, notwithstanding any defect, deficiency or omission. Further Time does not make any representations or warranty, whether express or implied, and excludes any implied warranties (whether arising by operation of Applicable Law, equity or common law) that the Solar PV System will achieve the expected functionality, will be error-free or uninterrupted, and/or is of a specified or of any quality.
- 17.5 **Variations of Terms.** Unless otherwise prescribed in a Service Order, Time may amend, vary, modify, add or delete (“Variation”) these terms and conditions including terms in any Service Schedule, at any time, and which Time shall notify the Customer. The Customer shall not unreasonably object to any such Variation. If the Customer uses and/or continues to use the Solar PV System after the date on which such Variation comes into effect, such use shall be deemed acceptance of such Variation by Customer.
- 17.6 **Waiver.** Only a written waiver of any breach, right or remedy is only effective if it is duly signed by the Party granting the waiver. Any failure or delay of a Party to exercise or enforce (including any partial exercise or enforcement of) any provision contained herein and/or any other indulgence given by that Party shall not be deemed as a waiver by that Party of its right, power, authority, discretion, remedy or right of action against the other Party in respect of any breach by the other Party of its obligations hereunder.
- 17.7 **Recovery of Legal Costs.** In any legal proceedings commenced by Time against you as result of your failure to pay or your breach or default under the Agreement or in connection with indemnification as stipulated under the General Terms herein, all legal costs and expense incurred by Time shall be recoverable from you on a solicitor-client basis.
- 17.8 **Entire Agreement.** Unless otherwise provided in the Agreement where applicable, this General Terms, the Service Order and the Proposal shall together form the entire Agreement between the Parties.
- 17.9 **Stamp Duty.** Where applicable, the Customer shall bear the applicable stamp duty and any penalties that may be imposed by the Government of Malaysia, unless otherwise agreed by Time in writing.

- 17.10 Use of Proprietary Symbols. Each Party undertakes not to use the logos, trade and service marks, trade dress or other proprietary identifying symbols of the other Party whether in any press release, public statement, advertising, signage, marketing materials, brochures or other materials in any medium or otherwise unless the other Party shall have first given its written consent thereto which consent shall not be unreasonably withheld.
- 17.11 Intellectual Property Rights. Unless otherwise agreed in writing, all intellectual property rights attached to the Solar PV System and services are and will remain the property of Time (or its supplier, where such rights are owned by that supplier).
- 17.12 Assignment. The Customer shall not assign any rights, interest, remedies and obligations herein without the prior written consent of Time, whose consent may be withheld at its sole and absolute discretion. Time shall be entitled to assign, novate or transfer this Agreement or any of its right and remedies hereunder to any Affiliate without the consent of the Customer.
- 17.13 Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.
- 17.14 Binding Effect: This Agreement shall be binding upon the permitted assigns and successors-in-title of the Parties hereto. It is further provided that this Agreement shall not be discharged or in any way affected by any change in the composition or identity of the Parties hereto by amalgamation, reconstruction or otherwise.
- 17.15 Governing Law & Jurisdiction. The Agreement shall be governed by and construed in all respects in accordance with the Laws of Malaysia and if Parties is unable to resolve any dispute under Clause 17.19 below, then Parties hereto shall submit to the jurisdiction of the Courts of Malaysia.
- 17.16 Compliance with Laws. Parties shall comply with all Applicable Law in force in Malaysia and shall keep the other Party indemnified against all penalties and liabilities of every kind for such breach of any such written law.
- 17.17 Personal Data and Data Protection. The Parties agree to comply with all applicable legislations and regulations relating to privacy and/or data protection, including without limitation to the Malaysian Personal Data Protection Act 2010 (Act 709). In this regard: -
- 17.17.1 You further agree that Time may share information about your application including your Personal Data (as defined In Personal Data Protection Act 2010) with the relevant authorities (including TNB and SEDA), the Time Team including the Time Team's affiliate, authorised agent, representatives and subcontractors, for the sole purpose of delivering the Solar PV System to you including pre and post installation Solar PV System e.g. monitoring performance of the Solar PV System, attending to your complaints and liaising with the relevant authorities.

- 17.17.2 You acknowledge and agree that Time shall be entitled to use or disclose any information or data disclosed by you in accordance with Time's Privacy Notice located at Time website at www.emitsolar.com. You are entitled to withdraw such consent in the manner as prescribed thereon.
- 17.18 Confidentiality. All information and documentation provided by Time to the Customer ("Confidential Information") is proprietary and confidential to Time and shall be kept as confidential by the Customer at all times. The Customer shall not at any time, during or after the expiry or termination of the Service Order, disclose any Confidential Information whether directly or indirectly to any third party without the prior written consent of Time.
- 17.19 Dispute Resolution. In the event of any dispute or difference arising out of, in connection with, or in relation to the Agreement between the Parties ("Dispute"), then as soon as reasonably possible upon the written request of either Party, each of the Parties will meet to resolve the dispute. The designated representatives of each Party will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the Dispute. The representatives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings. However, should Parties fail to amicably resolve the Dispute within ninety (90) days from the date of the written request on the Dispute in question, either Party may then elect to pursue the Dispute in the dispute forum stipulated in this Agreement.
- 17.20 Environmental Attributes. You acknowledge and agree that subject to Applicable Laws, all environmental attributes, credits or benefits which are available or may become available during the Solar PV System operation shall be transferred to Time. Time is not required to seek approval or consent, nor inform the Customer in deriving the benefits of such environmental attributes.
18. INTERPRETATION & CONSTRUCTION
- 18.1 Singular words include the plural and vice versa;
- 18.2 No presumption will arise favouring or disfavouring any Party by virtue of the authorship of any provision of these terms or the applicable Service Order, and the usual meaning of words used shall be applied;
- 18.3 Headings used in the General Terms, Service Order or the Proposal are for convenience only, and are to be ignored when construing the provisions of this Agreement.
- 18.4 Order of Priority. To the extent that the provisions of the General Terms and the Service Order are inconsistent, to the extent possible such provisions will be interpreted so as to make them consistent, and if that is not possible, then the Service Order shall prevail over the General Terms.
- 18.5 References to any statute, rule, regulation, order, directive shall be construed as references to such statute, rule, regulation, order or directive as may be

amended, re-enacted or as modified by any other statute, rule, regulation, order or directive.

- 18.6 References to Clauses are to clauses herein, and references to Paragraphs are to paragraphs in a Service Schedule; reference to a document includes all amendments, supplements to, or replacements of, that document whether paper or electronic/digital, and reference to a “person” includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality).
- 18.7 The words "Ringgit Malaysia" and the symbol "RM" shall be construed as the lawful currency of Malaysia. If a currency other than Ringgit Malaysia is used, the words used to describe that foreign currency or the symbol used shall be construed as the lawful currency of that country.
- 18.8 Reference to “Party” shall refer to either Time or the Customer as applicable, and reference to “Parties” shall refer to Time and the Customer collectively.
- 18.9 Reference to “business day” shall mean Monday to Friday excluding Saturday, Sunday or any public holidays in the state of Selangor Darul Ehsan in Malaysia.