

**GENERAL TERMS AND CONDITIONS – EMIT HOME SOLAR
(SOLAR PV SYSTEM PURCHASE)**

BY SIGNING OR ACCEPTING THE PROPOSAL AND/OR THE SERVICE ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. ACCEPTANCE OF THESE GENERAL TERMS

- 1.1 **Digital Signing.** You may accept the Proposal and/or Service Order and these terms by (i) clicking on the “I Accept” or “I Agree” button; (ii) signing on a portable digital device; or (iii) responding “I Accept” or “I Agree” or words with similar effect to the email, text or any message received on any messaging platforms attaching the Proposal and/or Service Order.
- 1.2 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.
- 1.3 Any person signing an “Additional Party Addendum” shall be treated as a Customer under these General Terms and shall be jointly and severally liable to carry out the obligations imposed on a Customer in these General Terms.
- 1.4 “Party” refers to either Time or Customer and “Parties” refers to Time and Customer collectively.

2. CUSTOMER ACKNOWLEDGEMENT

- 2.1 Time’s responsibility under this Agreement shall be limited to:
 - 2.1.1 supply and installation of the Solar PV System as stipulated in the Proposal;
 - 2.1.2 conducting the necessary procedure for the NEM Application;
 - 2.1.3 the applicable warranties provided by Time as stipulated in the Service Order and/or Proposal.
- 2.2 Time will install the Solar PV System at the Site as provided in the Service Order and/or the Proposal. By accepting the Service Order and/or the Proposal, you agree to be bound by these General Terms and the terms and conditions of the Proposal and Service Order. You further agree that: -
 - 2.2.1 Time may at its sole discretion, withdraw or reject any offer made in the Proposal and/or Service Order at any time after your acceptance;
 - 2.2.2 Time is not responsible for changes in Applicable Law affecting the Solar PV System's installation or Operation; and
 - 2.2.3 all figures set out in the Proposal are estimates only and where applicable, are based on an annual average.

3. REPRESENTATION AND AUTHORISATION; SITE ACCESS

- 3.1 You consent to Time conducting a survey on the proposed Site for the preparation of the Proposal and Service Order (“**Site Survey**”) and grant Time’s surveyors full access to areas necessary for the Site Survey.
- 3.2 You authorize Time to process (including to access, obtain, verify and/or use) any data or information relating to your credit information from any source to determine your credit standing. You further acknowledge that the preparation of the Proposal and Service Order, as well as the installation of the Solar PV System, are subject to Time having verified any information provided by you as may be necessary. You agree and consent to Time collecting and processing your personal information for the purposes of identity verification and installation of the Solar PV System.
- 3.3 You consent to Time applying for any necessary approvals, permits, or consents required for conducting the Site Survey and the installation and Operation of the Solar PV System. This includes, but is not limited to, obtaining permissions, applying for permits required by the Regulatory Authorities, addressing applicable levies, or fulfilling any other obligations in relation to the Site Survey and installation from Regulatory Authorities. You shall promptly provide any information, documentation, or assistance reasonably required by Time upon request. Time will keep you informed on the progress of the application and respond to any information or other requests from the relevant authority. For clarity, if the Site is located within a gated community or subject to a homeowners' association, you shall be responsible for obtaining the necessary approvals for installation.
- 3.4 You expressly warrant that you and the Site:-
 - 3.4.1 are eligible to participate in the NEM program meeting all necessary criteria of the Regulatory Authorities, TNB and Government Authorities;

- 3.4.2 will use the Solar PV System for personal use only;
- 3.4.3 have not participated in any previous solar programs by the Government;
- 3.4.4 have no known existing issues or matters that could hinder the NEM Application process; and
- 3.4.5 that the Site's TNB meter has not been modified, damaged or altered.
- 3.5 You agree that either yourself or another authorized person or representative designated by you shall be present at the Site Survey.
- 3.6 Time will measure, record and photograph various sections of the property on the Site (e.g. roof, walls, and electrical systems, current reading) necessary for the survey for documentation, assessment and future reference for installation of the Solar PV System and you expressly consent to Time doing so.
- 3.7 Time may also request access to inspect and document the interior of the Site during the Site Survey and/or installation to check for any existing water leaks. If such access is not provided, Time shall not be responsible for any claims related to water leaks after the installation of the Solar PV System.
- 3.8 Any issues or concerns regarding the Site's suitability, if any, shall be communicated to Time prior to installation. You expressly warrant that the Site is suitable and fit for installation of the Solar PV System. In this regard: -
 - 3.8.1 if Time identifies any problems or potential problems which may hinder the installation of the Solar PV System either prior to or during the installation, and upon such issues being highlighted to you, you choose to proceed with the installation, you shall indemnify us for any damages, costs or losses that may be caused from such installation (including any additional costs for decommissioning, reinstallation or any other activities required for the proper functioning of the Solar PV System); and
 - 3.8.2 Time shall not be held responsible or liable at all times for any damages, losses or liabilities resulting from: -
 - (a) unsuitability of the proposed Site for installation and Operation of the Solar PV System;
 - (b) pre-existing roof conditions, including structural instability, leaks, or inadequate load-bearing capacity;
 - (c) leaks or structural issues discovered during or after installation not due to Time's fault; or
 - (d) any consequential damage due to pre-existing Site conditions.
- 3.9 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.
- 3.10 Time may at its absolute discretion modify or substitute any components (including modifying the proposed Solar PV System capacity) as required depending on the Site condition and availability of the components, provided always that such replaced component(s) is of equivalent specification, application or performance.

4. DELIVERY AND INSTALLATION

- 4.1 To deliver and install the Solar PV System, you agree that:
 - 4.1.1 you have the lawful title to the Site and full right to enter into the Agreement;
 - 4.1.2 you shall grant permission to Time and/or Time's representative to enter the Site. If the Site is owned, co-owned or occupied by another person, you warrant that you have obtained their agreement to allow access and installation of the Solar PV System;
 - 4.1.3 you or another authorized representative shall be present at the Site for such delivery and installation and testing and commissioning. In the event of a change of the authorised person, you shall promptly notify Time of such change;
 - 4.1.4 you shall sign all documents and take all actions that Time requires to permit the installation of the Solar PV System and to connect the Solar PV System to the electricity grid;
 - 4.1.5 Time may apply for permits required from Regulatory Authorities for the delivery and installation of the Solar PV System including the NEM Application and procedures; and
 - 4.1.6 you shall enter into and comply with all necessary agreements and documents for the NEM Application including entering into a NEM contract with TNB.

- 4.2 The Solar PV System shall be delivered and installed in the following manner:
- 4.2.1 Solar PV System installation (including equipment) will be carried out by Time at the Site in accordance with the Proposal and Time Standard Installation Specifications. If unforeseen circumstances arise during the installation process, you shall reasonably agree to any necessary adjustments to the original proposal;
 - 4.2.2 the installation shall take place on the agreed installation date subject to pre works inspection of the Site and weather conditions not impeding the installation;
 - 4.2.3 if you decide to withdraw from the Proposal and/or Service Order before the arranged installation date, you shall provide written notice of cancellation at least three (3) working days in advance. Should you fail to do so, we shall charge a Cancellation Charge of RM1,000;
 - 4.2.4 if Time is unable to proceed with the installation due to:
 - (a) material differences between your representations during the Site Survey and the Site's actual condition; or
 - (b) failure to disclose information to Time during or after the Site Survey that may hinder the installation of the Solar PV System or the NEM Application; or
 - (c) any pre-existing Site condition which may result in non-compliance with existing Applicable Laws,Time, at its sole discretion, may impose a Cancellation Charge of RM 1,000 in such circumstances;
 - 4.2.5 if Time discovers any issues during the installation and commissioning that will need to be addressed prior to the installation that was not apparent during the Site Survey, Time would inform you of the issue and discuss on the changes required. If the issue is outside of scope of the installation, you may be required to take the necessary steps to address the issue or request Time to fix the issue where Extra Charges may apply;
 - 4.2.6 if you request for additional works or changes, alterations or modifications to the Solar PV System during or after installation is completed (including additional new tests), or if you request for any works outside of the Time Standard Installation Specifications, Time may impose Extra Charges for such works;
 - 4.2.7 testing and commissioning of the Solar PV System shall take place upon successful installation of the Solar PV System at the date determined by Time;
 - 4.2.8 TNB and any other Regulatory Authorities may contact you directly to conduct installation and/or upgrading of your existing electricity meter and you shall comply with their instructions; and
 - 4.2.9 you shall promptly inform Time of any correspondence with TNB and any relevant Regulatory Authority, including the receipt of the NEM Letter for Time to activate the Solar PV System.
- 4.3 A Time representative will guide you through the installation process, providing clear explanations before and during the installation. While we ensure a smooth process, we encourage you to regularly inspect the work and promptly inform us of any concerns to us. Time shall take necessary precautions during the installation of the Solar PV System; however, some aspects of the installation may not appear visually perfect, and accidents may still occur. If any accidents require rectification, Time will only be responsible for repairing damage directly caused by our installation and will not be liable for any improvements, upgrades, or aesthetic restoration of the Site or buildings beyond the necessary repairs. If matching replacement tiles or materials are unavailable, Time may request that you source them at a reasonable cost, subject to Time's approval. Time may also request that you engage your own contractor to carry out certain repairs, but you must notify us and obtain Time's approval before incurring such costs. Any repair costs must be fair and aligned with prevailing market practices. Time shall not be responsible for the work performed by your contractor.
- 4.4 You shall assume all risk of loss or damage to the Solar PV System upon installation in part or in full.
- 4.5 Any damage suspected to have arisen due to the installation of the Solar PV System should be reported as soon as possible to Time from the date of the installation.
- 4.6 You are responsible for taking the necessary precautions to protect your home, including its structure, furniture, and fittings, during the installation the Solar PV system. This may include, but is not limited to, obtaining appropriate insurance coverage.

- 4.7 In the event of a dispute regarding installation-related damage caused by Time, Time will appoint an insurance company to assess the situation and determine the final compensation amount which shall be agreed between the parties.
- 4.8 Any delivery and/or installation of the Solar PV System is subject to stock availability and partial delivery is allowed. Time may need to change, suspend or cancel the installation or delivery date in the following circumstances:
- 4.8.1 where there is a shortage of stock;
 - 4.8.2 where there is inclement weather;
 - 4.8.3 where the nature of the Site makes it unsuitable for installation, or requires additional equipment to install the Solar PV System; or
 - 4.8.4 any other circumstances as Time deems necessary.
- Any scheduled delivery dates are merely an estimate and not a guaranty of the date of delivery.
- 4.9 Time may terminate the Agreement and the Service Order at any time and without liability, if Time determines the installation of the Solar PV System cannot be done due to factors including safety, access, roof condition, excess shading, product availability or potential problems with the NEM Application. If you choose to proceed with the installation, you shall indemnify us for any damages, costs or losses that may be caused from such installation (including any additional costs for decommissioning, reinstallation or any other activities required for the proper functioning of the Solar PV System).
- 4.10 Time shall not be liable for any loss, damage, charges, costs, expense and/or claims in connection with any late delivery, suspension, cancellation or termination of the Service Order. There shall be no deduction from payments due to Time for any set-off or counter-claim unless Time agrees in writing.
- 4.11 Time shall only be responsible for the applicable warranties provided by Time after the installation of the Solar PV System.

5. OWNERSHIP

- 5.1 The title to the Solar PV System shall pass to the Customer upon installation of the Solar PV System.

6. SYSTEM MONITORING AND ACCESS

- 6.1 It is your responsibility to maintain the Solar PV System in accordance with the recommended maintenance and operating procedures specified in the Solar PV System's user manual. The Solar PV System and all its components should be cleaned and kept in a good state of repair.
- 6.2 It is your responsibility to maintain a monitoring schedule for the Solar PV System using the monitoring app provided to you. Time does not actively monitor installed systems.
- 6.3 The Customer shall at all times on and after the Commissioning Date ensure Time has convenient, safe and timely access to all parts of the Site necessary to carry out any of its obligations under this Agreement.

7. SYSTEM WARRANTY / DEFECTS

- 7.1 Subject to Clause 7.2 and 7.3 and unless otherwise specified in this Agreement, Time provides a system warranty where the Solar PV System shall be free from fault or defect for a period as stated in the Proposal ("**Warranty Period**"). The Warranty Period shall commence from the date the Solar PV System is installed and Time shall repair any default or defect in the Solar PV System notified to us within the Warranty Period within a reasonable timeframe at no cost to you.
- 7.2 If any equipment contained within the Solar PV System is defective, the replacement of such equipment shall only be carried out if it is supported by a back-to-back warranty from Time's supplier / manufacturer. In the event it is not supported by a back-to-back warranty from the supplier / manufacturer, Time would only be liable if the sole reason for the defective equipment is due to Time's actions or default.
- 7.3 Time shall not be responsible or liable for any damage to or defect in the Solar PV System arising out of or in connection with any of the following circumstances (whereby the cost of any repair or replacement, if carried out by Time, shall be fully borne by the Customer):
- 7.3.1 Force Majeure events or other events beyond Time's control that may affect the Solar PV System performance;
 - 7.3.2 fair wear and tear of the Solar PV System;
 - 7.3.3 unauthorized repairs, maintenance, modifications or alterations or removal, or damages to the Solar PV System or Site electrical system caused by parties other than Time (including

disconnection or suspension by TNB, changes in applicable TNB account or incoming power supply);

- 7.3.4 failure by the Customer to obey the recommended maintenance and operating procedures specified in the Solar PV System's user manual;
 - 7.3.5 damage to hardware or data contained in the Solar PV System due to customer's negligence, inappropriate operation or intentional damage;
 - 7.3.6 damage to the Solar PV System caused by defects to the Site at which the Solar PV System is installed;
 - 7.3.7 Customer uses the Solar PV System or reverse engineers any part of the system that infringes the intellectual property in the Solar PV System;
 - 7.3.8 any changes and/or events which may result in the system being unable to operate optimally (including any event which reduces the exposure of the Solar PV System to sunlight or any hindrances by third parties or external factors), regardless of whether these are within the control of the Customer;
 - 7.3.9 any changes Customer makes to the Site or the building structure that impacts the performance, safety or integrity of the Solar PV System;
 - 7.3.10 the Customer is in breach of its obligations in the Agreement or fails to comply with any Applicable Laws and/or requirements to operate a Solar PV System; and
 - 7.3.11 the fault or defect is not reported to us as soon as possible and/or within the stipulated timeframe.
- 7.4 In the event that you intend to sell the Site or any portion of the Site and would like to assign the warranties provided by Time to the new owner of the Site, you shall give Time at least one (1) month written notice prior to such intended sale and assignment.
- 7.5 If you contact Time for technical support/assistance with your Solar PV System during the applicable Warranty Period, Time may issue instructions to you, including to conduct physical checks or request system reboots or shutdowns for the purpose of troubleshooting any issues, which you shall conduct within the timeframe requested. Inability to assist with the instruction may result in an onsite site visit for problem diagnosis where Extra Charges may apply.

8. CHARGES, INVOICING & PAYMENT

- 8.1 The Customer agrees to pay any Charges as specified in the Proposal provided by Time.
- 8.2 All Charges in the Proposal exclude applicable SST or any other form of consumption or withholding 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.
- 8.3 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, the deposit shall, unless otherwise specified, be treated as part payment of the Charges. Time shall only refund the deposit to you if Time is unable to carry out the installation due to reasons set out in Clause 4.9 or if you terminate this Agreement under Clause 11.1. Any refund will be made within ninety (90) days from the date of termination or cessation of the Agreement, after deducting any unpaid invoices, outstanding Charges, Balance Charges and/or Cancellation Charges (if applicable) due from you to us under the Agreement free from any interest.
- 8.4 Time shall issue a tax invoice to you for the Charges and you shall pay the Charges by the due date stated in the invoices. It shall be your responsibility to request from Time the invoices not received for any given billing period. If you fail to pay the invoice by its due date, Time may impose a late payment charge at the rate not exceeding 1.5% per month calculated monthly from the due date until full settlement. You shall be responsible for all reasonable costs incurred by Time in the collection of any overdue amount.
- 8.5 All payments made to Time shall be free and clear from all fees, bank and service charges, and without deduction, set off or counter claim.
- 8.6 TIME SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED.

9. DISCLAIMER AND INDEMNITY

- 9.1 SAVE AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SOLAR PV SYSTEM IS PROVIDED BY TIME ON "AS IS" BASIS 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 OF USE, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED OPERATING EXPENSES) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS CLAUSE 9 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

- 9.2 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 or Operation of the Solar PV System at the Site.
- 9.3 Time shall not be responsible for any losses or damages caused or contributed by either (i) your breach under Clause 9.5; or (ii) third-party services or products which you access, use or acquire together with the Solar PV System.
- 9.4 Time's total liability under the Agreement (if any) shall not exceed ten per cent (10%) of the total purchase price of the Solar PV System. Time shall only be liable for any damages solely and directly attributable to Time's fault.
- 9.5 You shall indemnify and hold Time harmless against 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:
 - 9.5.1 any failure by you to comply with any of the provisions of the Agreement, Service Order or Applicable Law, third party service providers terms of services, any instructions issued by Time or any appropriate authorities;
 - 9.5.2 any claims arising out of any act or omission by you or any unauthorized use of the Solar PV System;
 - 9.5.3 any damage to Time property, any damage to any property (including third party's property) or personal injury (including death) attributable to any act or omission by you or any person acting on behalf of you; and
 - 9.5.4 all claims, demands, proceedings or fines made or imposed against Time by a third party arising out of or in connection with your breach of these General Terms or use of the Solar PV System.

10. EVENTS OF DEFAULT

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

- 10.1 Time fails to comply with any obligation of the Agreement and such failure if capable of remedy continues unremedied for a period of sixty (60) days, after receipt of notice of such failure from you.
- 10.2 Time is subject to an Insolvency Event.

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

- 10.3 The Customer fails to make a payment of any amount which is due and payable under the Agreement within fourteen (14) days after receipt of a notice of non-payment from Time.
- 10.4 The Customer fails to comply with any obligation of the Agreement (other than a payment obligation) and such failure, if capable of remedy, continues unremedied for a period of thirty (30) days, after receipt of notification of such failure.
- 10.5 Any warranty, representation or covenant made by the Customer in the Agreement is false or inaccurate in any material respect.
- 10.6 Any of the following: (i) the Customer is subject to an Insolvency Event; (ii) the Customer infringed or violated any Applicable Law relating to the use of the Solar PV System; (iii) failure to provide Time access and thereby materially affecting the installation of the Solar PV System; (iv) the Site is demolished, destroyed or damaged or the Solar PV System is relocated.

11. TERMINATION AND SUSPENSION

- 11.1 **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 sixty (60) days and Time has failed to do so.

- 11.2 **Termination and Suspension by Time.** Time may immediately terminate and/or suspend the Service Order or the Agreement (a) due to the 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 to do so; or if (b) Time is in receipt of a direction, order or notice issued by TNB, the Government Authority and Regulatory Authorities declaring that the use of the Solar PV System is contrary to the Applicable Law; or (c) as provided under Clause 4.9.
- 11.3 **Suspension 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 (save for payment obligations) 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.
- 11.4 **Termination Notices to be in writing.** All notices of termination under this Clause 11 must be in writing and signed by the Party and sent to the other Party.
- 11.5 **Consequences of Termination.**
- 11.5.1 If Time terminates the Agreement pursuant to Clause 11.2 or if the Customer terminates the Agreement for any reason other than a Time Event of Default and:
- (a) the termination occurs prior to commencement of installation, the Customer shall pay the Cancellation Charges as stated in Clause 4.2.3, where applicable; or
 - (b) if the termination occurs after commencement of installation, the Customer shall immediately pay to Time all outstanding Charges in arrears (including the full purchase price of the Solar PV System) and the title to the Solar PV System shall be transferred to the Customer.
- 11.5.2 If the Customer terminates the Agreement pursuant to Clause 11.1 and:
- (a) the termination occurs prior to commencement of installation, Time shall refund any amounts paid by the Customer to Time; or
 - (b) if the termination occurs after commencement of installation, Time shall only be liable for any reasonable costs of rectification for damage directly caused by our installation subject to the terms and conditions in this Agreement, in particular Clause 4.
- 11.5.3 If the Customer fails to pay any amounts specified in this Clause 11 by the due date, Time may impose a late payment charge at the rate not exceeding 1.5% per month calculated monthly from the due date until full settlement.
- 11.5.4 Termination of this Agreement, for any reason, shall not affect any rights, obligations, or liabilities of either Party that have accrued prior to the effective date of termination, including any right to claim damages for a breach of this Agreement that occurred before termination. Any provisions that, by their nature, are intended to survive termination shall remain in full force and effect.

12. NOTICE

- 12.1 Any notice, invoice, statement or other communication shall be delivered 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.
- 12.2 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; and (d) by courier, one (1) business day after despatch. 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.

13. MISCELLANEOUS

13.1 Anti-Bribery and Corruption.

- 13.1.1 The Customer agrees that:
- (a) it shall comply with all laws and regulations relating to anti-bribery and corruption including the Malaysian Anti-Corruption Commission Act 2009 (“**Anti-Bribery and Corruption Laws**”);
 - (b) it has read, understood and agreed at all times 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 which shall form an integral part of these General Terms; and

- (c) it shall take all measures to prevent corrupt practices, unfair means and illegal activities including maintaining accurate books, records and accounts related to its activities and internal controls.

- 13.1.2 You agree that any non-compliance with Anti-Bribery and Corruption Laws or Time’s Business Integrity & Anti-Corruption Policy shall entitle Time to terminate the Agreement.
- 13.1.3 The Customer agrees to indemnify and hold Time harmless in respect of any claims made against Time arising out of any breach by Customer of this clause.
- 13.2 **Representation.** You represent and warrant that all information furnished by you to Time are correct and accurate and are not false or misleading. Time shall not be required to verify the accuracy or authenticity of such information.
- 13.3 **Variations of Terms.** Time may vary these General Terms at any time by notification to the Customer (“**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. If the Customer fails, refuses or neglects to comply with such Variation, this shall be an Event of Default by the Customer and Time shall be entitled to terminate the Agreement and Clause 11.5.1 shall apply.
- 13.4 **Waiver.** 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 its rights contained herein shall not be deemed as a waiver by that Party.
- 13.5 **Entire Agreement.** Unless otherwise provided in the Agreement, these General Terms, the Service Order and/or the Proposal shall together form the entire Agreement between the Parties.
- 13.6 **Stamp Duty.** The Customer shall bear the applicable stamp duty and any penalties that may be imposed.
- 13.7 **Intellectual Property Rights.** 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).
- 13.8 **Assignment.** The Customer shall not assign any rights, interest, remedies and obligations herein without the prior written consent of Time. Time shall be entitled to assign or transfer the Agreement or any of its right and remedies hereunder to any Affiliate without the consent of the Customer.
- 13.9 **Binding Effect:** The Agreement shall be binding upon the permitted assigns and successors-in-title of the Parties.
- 13.10 **Governing Law & Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Malaysia and Parties shall submit to the jurisdiction of the Courts of Malaysia.
- 13.11 **Personal Data and Data Protection.** The Parties shall comply with all Applicable Law relating to privacy and data protection, including the Malaysian Personal Data Protection Act 2010 (Act 709). In this regard: -
- 13.11.1 you 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), its authorised agent, representatives and subcontractors, for the purpose of delivering the Solar PV System to you both pre and post installation.
- 13.11.2 You 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 www.emitsolar.com.
- 13.12 **Confidentiality.** All information and documentation provided by Time to the Customer shall be kept as confidential by the Customer at all times.
- 13.13 **Cybersecurity.** If the Customer becomes aware of any actual or suspected:
- 13.13.1 breach of Clause 13.11 or breach of any Applicable Laws by the Customer (“**Breach**”);
- 13.13.2 action taken through the use of computer networks that attempts to access or result in an actual or potentially adverse effect on your information system and/or any data provided by Time residing on that system (“**Cyber Incident**”); and/or
- 13.13.3 any other unauthorized access or use by a third party or misuse, damage or destruction by any person (“**Other Incident**”),
- the Customer must:

- (a) notify Time in writing immediately (and no longer than six (6) hours after becoming aware of the Breach, Cyber Incident and Other Incident);
- (b) provide sufficient information and assistance to allow Time to meet its respective obligations to report the Breach, Cyber Incident or Other Incident to the relevant authorities or inform the customers under the applicable privacy or data protection and other laws;
- (c) co-operate with Time and the relevant authorities to take all reasonable steps to assist in the investigation, mitigation and remediation of the Breach, Cyber Incident or Other Incident; and
- (d) comply with any directions issued by Time in connection with the Breach, Cyber Incident or Other Incident.

13.14 **Compliance with policies.** The Customer shall, at all times, comply with all policies, guidelines, and procedures as may be issued by Time periodically. Such policies shall be binding on the Customer upon issuance and may be updated or amended at the sole discretion of Time. If the Customer fails, refuses or neglects to comply with such policies, guidelines or procedures, this shall be an Event of Default by the Customer and Time shall be entitled to terminate the Agreement and Clause 11.5.1 shall apply.

14. DEFINITION AND INTERPRETATION

- 14.1 “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.
- 14.2 “Agreement” means the Service Order or electronic, digital or online order, order detail form, these General Terms and/or the Proposal.
- 14.3 “Agreement Date” means the date of signing and acceptance of the Service Order by the Customer.
- 14.4 “Applicable Law” means the applicable constitution, law, statute, enactment, ordinance, code, by-law, rule, regulation, order, judgment, policy, guidelines or decree of any government, state or political subdivision thereof, courts, regulator or semi-regulatory or administrative body.
- 14.5 “Balance Charges” means the combined total of (a) the total purchase price of the Solar PV System as stated in the Proposal and/or Service Order, and (b) any other outstanding Charges in arrears or to be billed by Time.
- 14.6 “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 but prior to the installation date, or such other date as set out in the applicable documents.
- 14.7 “Charges” may include a registration fee, deposit, one-time charge, Extra Charges or any other charges.
- 14.8 “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.
- 14.9 “Customer”, “you” or “your” means the customer 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.
- 14.10 “Extra Charges” mean either a one-off or recurring charge that may (if applicable) be imposed on Customer;
- 14.11 “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, 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.
- 14.12 “General Terms” means the terms and conditions in this document.
- 14.13 “Government Authority” means the Government of Malaysia, including any ministry, national or local governmental authority or municipality of Malaysia.
- 14.14 “Insolvency Event” means, with respect to a Party: (i) an order is made or an effective resolution is passed for the winding up, dissolution or bankruptcy of that Party; (ii) 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 that Party; (iii) that Party makes any arrangement for the benefit of or enters into any arrangement or composition agreement with its creditors; (iv) holder of an encumbrance takes possession of the whole or substantially the whole of the property of that Party; or (v) execution is levied against the assets or undertaking of that Party, and a claim may be made accordingly.

- 14.15 “NEM” refers to Net Energy Metering, 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.
- 14.16 “NEM Application” means all required steps to participate in the NEM program.
- 14.17 “NEM Letter” means the letter issued by TNB to the Customer in relation to the NEM program.
- 14.18 “Operation” means the events that occur when the Solar PV System is mechanically complete and operating.
- 14.19 “Solar Electricity” means the electricity generated by the Solar PV System.
- 14.20 “Solar PV System” means the goods (including any temporary or trial units, instalment of the goods or any parts of them) and services set out in the Service Order which includes the supply and installation of the solar photovoltaic system and its components.
- 14.21 “Regulatory Authorities” means the energy market regulators in Malaysia, which include Energy Commission of Malaysia, SEDA; and communications industry regulator in Malaysia.
- 14.22 “Proposal” means the design proposal/ preliminary assessment report / site survey report prepared by Time, outlining among others, the proposed specification and/or capacity of the Solar PV System.
- 14.23 “SEDA” means the Sustainable Energy Development Authority Malaysia.
- 14.24 “SST” means either the sales tax imposed under the Malaysian Sales Tax Act 2018 and/or the service tax imposed under the Malaysian Service Tax Act 2018 (including any amendments thereof);
- 14.25 “Service Order” or “Service Order Form” means a service order or order confirmation entered into between the Parties for the Solar PV System, which includes the Proposal;
- 14.26 “Site” means the land, building, premises or structure, where the Solar PV System is to be installed or the services on the Solar PV System are performed.
- 14.27 “Time”, “our” or “we” refers to TIME Energy Sdn Bhd or the entity whose name appears in the footer of the Service Order, and its employees, contractors and authorised third parties.
- 14.28 “Time Standard Installation Specifications” refers to the standard installation specifications established and followed by Time, as may be updated or revised from time to time.
- 14.29 “TNB” means Tenaga Nasional Berhad.
- 14.30 “Warranty Period” has the meaning given to it in Clause 7.1.

15. ORDER OF PRIORITY

- 15.1 The General Terms shall be read together with the Proposal and Service Order.
- 15.2 To the extent that the provisions of the General Terms and the Proposal or 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 conflict or inconsistency shall be resolved in the following order of priority:
 - 15.2.1 these General Terms;
 - 15.2.2 Service Order; and
 - 15.2.3 Proposal.