

## **SCHEDULE 3**

# **SOLAR RAKYAT SABAH CONTRACT**

## CONTRACT FOR SOLAR RAKYAT SABAH

### DEFINITIONS

- (a) **ENACTMENT**  
means the Electricity Supply Enactment 2024 and/or any regulations made thereunder and/or any amendment, revision, modification or Enactment made thereto or thereof from time to time for the time being in force.
- (b) **BILLING CYCLE PERIOD**  
means (i) the period beginning on the Commissioning Date and ending on the last day of the calendar year in which the Commissioning Date occurs; and (ii) each twelve (12) months' period thereafter during the term of this Contract, or such other period as may be approved by the State Government of Sabah from time to time.
- (c) **BILLING MONTH**  
means the period between two (2) successive meter readings. The SOLAR RAKYAT SABAH Meter is normally read at intervals of approximately thirty (30) days.
- (d) **CHANGE OF TENANCY**  
means a change of the registered consumer who is responsible to make payment of electricity bill of an existing SE's account.
- (e) **COMMISSIONING DATE**  
means the date on which the SOLAR RAKYAT SABAH Meter is commissioned as notified by Sabah Electricity Sdn. Bhd. (SE).
- (f) **COMPETENT PERSON**  
means a person who holds a Certificate of Registration as an Electrical Contractor issued under the Electricity Supply Regulations 2024.
- (g) **CONSUMER**  
means any domestic consumer who:  
(i) is a registered consumer of SE who has entered into the Electricity Supply Contract;  
(ii) is or will be supplied with electricity whereby the Premises are at the material time is connected or will be connected; and  
(iii) is operating the Renewable Energy System on the rooftop and/or porch of the Premises.
- (h) **CONTRACT**  
means the contract comprising of terms and conditions hereunder and SOLAR RAKYAT SABAH application form.
- (i) **ELECTRICITY SUPPLY CONTRACT**  
means the existing electricity supply contract entered into between the Consumer and SE for the supply of electricity in accordance with the Enactment.

- (j) **EXPORT ENERGY**  
means the renewable energy generated and delivered by the Renewable Energy System to SE's system, as measured in kWh by the SOLAR RAKYAT SABAH Meter.
- (k) **GENERATED AMOUNT**  
means an amount (in RM) equal to the Export Energy multiplied by the Tariff.
- (l) **IMPORT ENERGY**  
means the electricity supplied by SE and consumed by the Consumer, as measured in kWh by the SOLAR RAKYAT SABAH Meter.
- (m) **kW**  
means kilowatt.
- (n) **kWh**  
means kilowatt-hour.
- (o) **SOLAR RAKYAT SABAH METER**  
means the metering equipment and devices supplied by SE and installed by Electrical Contractor of Class PV (Grid-Connected) for the measurement of the Import Energy and the Export Energy.
- (p) **PREMISES**  
means the residential dwelling unit of the Consumer on which the Renewable Energy System is installed.
- (q) **RENEWABLE ENERGY SYSTEM**  
means the renewable energy system located on the rooftop and/or porch of the Premises which fully complies with the Technical Guidelines and the guidelines as may be issued by the Energy Commission of Sabah, grid-connected inverter, the associated protection and control devices, alternating current and direct current cables and other related devices up to the Consumer's termination point.
- (r) **PV METER**  
means the meter to be procured and installed at the Premises for the purpose of capturing the gross renewable energy generated from the Renewable Energy System.
- (s) **SUPPLIED AMOUNT**  
means an amount (in RM) equal to the Import Energy multiplied by the Tariff.
- (t) **ENERGY COMMISSION OF SABAH**  
Means the established Energy Commission of Sabah under the Energy Commission Enactment 2023 and any successor thereof.

- (u) **TARIFF**  
means the prevailing tariff, as provided by the Enactment and approved by the State Government of Sabah.
- (v) **TECHNICAL GUIDELINES**  
means SE's technical guidelines as may be amended, revised, modified or supplemented from time to time, which provide the minimum technical, operation and safety requirements in ensuring that the features of the Renewable Energy System and the SOLAR RAKYAT SABAH Meter are compatible with SE's requirements.
- (w) **Sabah Electricity (SE)**  
means Sabah Electricity Sdn. Bhd. (Company No. 199801006745) (462872- W), a company incorporated in Malaysia under the Companies Act 2016 and having its registered address at Company Secretary Office, 6th Floor, Block E, EPF Building, 88598, Kota Kinabalu, Sabah and having branches in East Malaysia.

**A. TERM OF CONTRACT**

This Contract shall be effective on the Commissioning Date and shall remain in effect for a term of twelve (12) years which expires on the last day of the month in which the twelfth (12th) anniversary of the Commissioning Date occurs, unless otherwise terminated in accordance with the provisions of this Contract.

Upon the expiry of the term of this Contract, the Consumer agrees with SE that the Consumer shall be registered by SE as self-consumption and subject to the guidelines relating to self-consumption as issued by the Energy Commission of Sabah.

**B. CONSUMER'S COVENANTS**

**1. CONSUMER DECLARATION**

The Consumer shall abide at all times to the Consumer Declaration as stipulated in the SOLAR RAKYAT SABAH application form and the following terms:

- (a) To ensure that the Renewable Energy System complies with the Technical Guidelines, all prevailing statutory requirements and best practices on safety, reliability and power quality of electrical installation as stipulated in the Sabah Distribution Code and any amendments made thereunder;
- (b) The Renewable Energy System shall incorporate an anti-islanding function to ensure that the Renewable Energy System automatically disconnect from SE's system during power interruption to allow SE's personnel to work safely on the SE's system; and

- (c) Any other obligations under the Enactment.

**2. REPRESENTATIONS AND WARRANTIES OF THE CONSUMER**

The Consumer represents and warrants to SE that:

- (a) The Consumer is an individual domicile and having a residential address in Sabah.
- (b) The Consumer has full control and possession of the Premises, including all necessary ownership rights, leases, title and/or interest of the Premises.
- (c) The Consumer shall comply with the provisions of all statutes, ordinances, by-laws, regulations and rules for the time being in force affecting the Premises or any constructions, improvements, installations, additions or alterations thereon and forthwith to satisfy all requirements of the municipality or any other local authority with respect to the Premises.
- (d) The Consumer is not a bankrupt and/or not involved in any pending or ongoing cases involving meter tampering and/or subject to any pending action or proceeding affecting the Consumer before any court, government entity or arbitrator that is likely to affect materially and adversely the financial condition or operations of the Consumer and the ability of the Consumer to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Contract.
- (e) The Consumer shall remain a Consumer of record of SE for its own electricity consumption in good standing at all times, and shall not cause the Renewable Energy System, the PV Meter and the SOLAR RAKYAT SABAH Meter to be disconnected or removed from the Premises without the prior written consent of SE.
- (f) The capacity of the Renewable Energy System shall not exceed:
  - (i) 5kW for single phase wiring system; and
  - (ii) 10kW for three phase wiring system.
- (g) The specifications of the Renewable Energy System shall be as set in the SOLAR RAKYAT SABAH application form.
- (h) The Consumer shall have procured the installation of the necessary GPRS broadband signal at the Premises which is required for the remote reading of the SOLAR RAKYAT SABAH Meter.
- (i) The Consumer shall comply with the terms and conditions under this Contract and the provisions under the Enactment.
- (j) The Consumer shall not install and operate virtual net meter

which enables the Consumer to allocate the net excess in kWh generated by the Renewable Energy System to other resident within the vicinity of the Premises.

- (k) The Consumer shall immediately notify SE of any change in the Consumer's personal information as provided for the purpose of this Contract.
- (l) The Consumer undertakes to operate and maintain the Renewable Energy System in accordance with the Technical Guidelines and the guidelines as may be issued by the Energy Commission of Sabah.
- (m) The Consumer shall immediately notify the Energy Commission of Sabah of any change in the Consumer's tariff classification.
- (n) This Contract constitutes a legal, valid and binding obligation of the Consumer.

**3. DISCONNECTION FEE**

In the event the Renewable Energy System is disconnected from SE's system and/or electricity supply is disconnected from the Premises, then appropriate fees shall be charged to the Consumer for such disconnection.

**4. ACCESS**

The Consumer consents with SE that the authorised employees, servants, agents and/or representatives of SE shall be permitted to have access to the Premises at reasonable time, manner and circumstances:

- (a) To carry out their duties which include but not limited to the construction, installation, inspection, testing and/or reading of the SOLAR RAKYAT SABAH Meter, the PV Meter and/or the Renewable Energy System or other relevant things relevant to the supply of electricity to the Premises;
- (b) To disconnect the Renewable Energy System from SE's system and/or the supply of electricity to the Premises upon the occurrence of any of the circumstances as set out in Clause 23; and
- (c) For entry pursuant to Clause 5(a), SE shall make good any damage, if any, as a result of such entry.

**5. COSTS AND EXPENSES FOR RENEWABLE ENERGY SYSTEM, SOLAR RAKYAT SABAH METER AND PV METER**

- (a) The SOLAR RAKYAT SABAH Meter shall be supplied by SE with the following charges;

**Solar Rakyat Meter Charge Schedule**

<b>Meter Type</b>	<b>Price (RM)</b>
<b>Smart Meter Single Phase</b>	<b>400</b>
<b>Smart Meter Three Phase</b>	<b>450</b>
<b>Smart Meter LV CT (0.5S)</b>	<b>450</b>

- (b) All costs and expenses relating to the procurement, installation, testing, energizing, commissioning and system integration of the Renewable Energy System, the SOLAR RAKYAT SABAH meter and the PV Meter together with the replacement or any future modification, or relocation of the renewable Energy System, the SOLAR RAKYAT SABAH Meter and the PV meter shall solely be borne by the Consumer.

**6. NO INTERFERENCE OF ELECTRICITY SUPPLY TO OTHER CONSUMERS**

- (a) To operate and maintain the Renewable Energy System and/or use electricity supply so as not to interfere with the supply of electricity to any other consumers or SE's electrical installation.
- (b) In the occurrence of the circumstances in Clause 7(a), the Consumer shall make good any loss or damage to SE and/or made payment for the amount in the reasonable opinion of SE to be the costs making good for such loss or damage.

**7. NO OBSTRUCTION TO SE'S INSTALLATION**

- (a) The Consumer shall not create any obstruction and/or undertake any activity in the vicinity of any SE's electrical installation and/or place any equipment which may endanger life or properties and/or to make any electrical wiring and/or installation to the existing installation without any written permission from the Energy Commission of Sabah and/or SE.
- (b) (i) SE has the right to take any reasonable actions to remove any obstruction created by the Consumer or representative under Consumer's supervision/control.
- (ii) SE shall not be liable to pay any compensation for any losses and/or damages to the Consumer due to the said removal.

**8. RESPONSIBILITY TO MAKE GOOD ALL DAMAGES**

The Consumer shall pay for all damages on SE's installation within the Premises due to negligence on the Consumer's part or any persons under the Consumer's control.

**9. TERMINATION BY THE CONSUMER**

- (a) To give SE a notice in writing and shall be served by:
  - (i) hand delivery; or
  - (ii) way of prepaid registered post; or
  - (iii) any applicable means which shall be determined by SE.
- (b) Termination of this Contract shall be effective three (3) working days after SE's receipt of termination notice.
- (c) Notwithstanding to the above, in the event the actual disconnection cannot be performed by SE due to inevitable causes, the Consumer shall be liable to pay all charges relating to the electricity consumed until the actual disconnection.

**10. TO TAKE SUPPLY OF ELECTRICITY**

To take supply of electricity at the Premises according to the Tariff rates pursuant to the provision of the Enactment.

**11. EXCEPTIONS TO ACCEPT THE EXPORT ENERGY**

Notwithstanding any other provision in this Contract, SE shall not be obligated to accept the Export Energy if any of the following circumstances occurs:

- (a) for such periods and under such circumstances as SE thinks fit having regard to public safety and private safety;
- (b) any emergency condition occurs;
- (c) the Renewable Energy System delivers the Export Energy which does not conform to the electrical characteristics consistent with prudent utility practices;
- (d) SE interrupts the acceptance of the Export Energy to conduct necessary maintenance of SE's system or the SOLAR RAKYAT SABAH Meter;
- (e) any constraint in SE's system to which the Renewable Energy System relates;
- (f) any dishonest consumption of the electricity by the Consumer or any third person;
- (g) any of the force majeure event as set forth in Clause 25;
- (h) the disconnection of the Renewable Energy System from SE's system due to the failure of the Consumer to pay the amount as stipulated under Clause 22; or
- (i) the Consumer is in non-compliance with its obligations under Clause 2.

**12. UPKEEP AND MAINTENANCE OF SE INSTALLATION**

The Consumer agrees:

- (a) to take steps to ensure that no damage or tampering is caused to the said installation; and
- (b) to allow SE to maintain any electrical installation within the Premises at any time for safety purposes.

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

**13. VACATED PREMISES**

- (a) If the Consumer vacates the Premises without giving any notice to SE as provided under Clause 10, the Consumer shall be liable to pay all charges of electricity consumed and any charges payable relating to the electricity consumed until the installation is disconnected or upon the termination of this Contract, whichever is the later.
- (b) SE shall have the right not to provide electricity supply to any other premises in which the account is registered under the Consumer's name until the Consumer has made the full payment of the outstanding balance.

**14. NON-TRANSFERABLE AND NO SETTING OFF OF CREDIT AMOUNT**

- (a) The Consumer shall not be entitled to transfer any credit amount as described in Clause 22(c) below to any other accounts of the Consumer or any third-party account. For the avoidance of doubt, any remaining credit amount which may be subsisting at the end of each Billing Cycle Period or upon the termination of this Contract, as the case may be, shall be adjusted to zero without any compensation to the Consumer.
- (b) The Consumer shall not be entitled to set off any credit amount as described in Clause 22(c) below against any outstanding sums due and payable to SE under the Electricity Supply Contract.

**15. CHANGE OF OWNERSHIP AND CHANGE OF PREMISE**

15.1 In the event the Consumer sells the Premise registered under the SOLAR RAKYAT SABAH programme, the new owner of the Premise may apply to continue with the programme for the remaining duration of the period of operation under the SOLAR RAKYAT SABAH programme.

15.2 The SOLAR RAKYAT SABAH programmes may only be continued with the execution of a new SOLAR RAKYAT SABAH Contract between the SE and the new owner.

15.3 In the event the existing Consumer has relocated to a new premise, such existing Consumer may apply to the Energy Commission of Sabah to continue with the programme at the new premise for the residual duration of the period of operation under the SOLAR RAKYAT SABAH programme.

- 15.4 The programme shall only be continued with the execution of a new SOLAR RAKYAT SABAH Contract between SE and the Consumer.
- 15.5 The Consumer shall not be entitled to transfer any credit amount to any accounts of other Consumer or any third-party account(s). The new SOLAR RAKYAT SABAH Contract shall be signed between SE and the Consumer upon the transfer of the PV Installation.
- 15.6 All costs and expenses for the transfer of the solar PV Installation shall be borne solely by the Consumer.

## **16. CHANGE OF OWNERSHIP IN THE EVENT OF DEATH OF CONSUMER**

- 16.1 In the event of the death of the Consumer, the lawful heir, beneficiary, executor, administrator, next of kin, or any person legally entitled to the Premise may apply to the Energy Commission of Sabah and SE to continue participation in the SOLAR RAKYAT SABAH Programme for the remaining duration of the applicable period of operation.
- 16.2 Any application under Clause 16.1 shall be accompanied by such documents and information as may be required by the Energy Commission of Sabah or SE, including evidence of the death of the Consumer and proof of the applicant's legal entitlement to the Premise.
- 16.3 The continuation of the SOLAR RAKYAT SABAH Programme following the death of the Consumer shall be subject to the approval of the Energy Commission of Sabah and SE.
- 16.4 The approved successor shall execute a new SOLAR RAKYAT SABAH Contract with SE before continuing participation in the SOLAR RAKYAT SABAH Programme.
- 16.5 Upon execution of the new SOLAR RAKYAT SABAH Contract, the approved successor shall assume all rights, obligations, liabilities and responsibilities of the deceased Consumer in relation to the SOLAR RAKYAT SABAH Programme for the remainder of the applicable contract period.
- 16.6 Any Energy credits accrued under the deceased Consumer's account and remaining valid may be transferred to the successor's account for the same Premise, subject to verification and approval by SE.

**C. SE'S COVENANTS**

**17. LOCATION OF SE'S INSTALLATIONS**

- (a) If any removal made to any SE's installation and equipment which is likely to cause danger as provided under the Enactment, SE shall have the right to disconnect electricity supply without notice.
- (b) If any relocation made to any SE's installation and equipment without consent, SE shall have the right to disconnect the electricity supply without notice and relocate the said installation and equipment with costs borne by the Consumer.

**18. INSPECTION BY SE**

- a. SE may need to inspect and test all installations before connection of the Renewable Energy System or electricity supply. However, it is the responsibility of the Competent Person appointed by the Consumer to ensure that the installations are safe.
- b. The Consumer shall inform SE of any proposed extensions or alterations to the installations so that SE may make inspection and test of the extension or alteration if SE so desires.
- c. SE does not accept any responsibility for any loss or damage caused by or occurs during or after test due to any defect in the installation and any test carried out by SE is for SE's purposes only and does not imply any warranty that the installation is suitable for the Consumer's purposes or that it fully complies with the Technical Guidelines and the Enactment or any subsequent amendments made thereunder.

**19. TEMPORARY DISCONNECTION**

SE may temporarily disconnect the supply of electricity to the Premises for the purpose of improvement works, testing, inspection, or for any purpose whatsoever relating to the efficiency of SE's electricity supply system. SE shall not be liable to provide any alternative supply to the Consumer after the disconnection.

**20. USAGE OF INSTALLATION FOR OTHER CONSUMER**

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

**D. MUTUAL COVENANTS**

**21. EQUIPMENT AND INSTALLATIONS**

Any installation comprising mains and service lines and other ancillary equipment up to and including the SOLAR RAKYAT SABAH Meter will be the property of SE.

**22. BILLING AND PAYMENT**

- a. SE shall read the SOLAR RAKYAT SABAH Meter on a monthly basis and shall measure the Import Energy and the Export Energy to determine the Supplied Amount and the Generated Amount

respectively. The calculation of the Supplied Amount and the Generated Amount shall be based on the guidelines as may be issued by the Energy Commission of Sabah.

- b. If, during any relevant Billing Month, the Import Energy exceeds the Export Energy, then the Consumer shall be billed for an amount (in RM) equal to the difference between (i) the sum of Supplied Amount and the appropriate charges and taxes and (ii) the Generated Amount and the appropriate taxes. The bills rendered by SE to the Consumer shall be paid by the Consumer within the stipulated period.
- c. If, during any relevant Billing Month, the Export Energy exceeds the Import Energy, then the Consumer shall be credited for an amount (in kWh) equal to such difference in the following Billing Month. Notwithstanding the above, the Consumer shall pay any appropriate taxes and charges (if any).
- d. At the end of each Billing Cycle Period or upon the termination of this Contract, as the case may be:
  - i. any remaining amount as described in Clause 22(b) above shall be billed and paid by the Consumer in accordance with Clause 22(b); and
  - ii. any credit amount as described in Clause 22(c) above which may be subsisting at the end of such Billing Cycle Period or upon the termination of this Contract shall be adjusted to zero without any compensation to the Consumer.

For the avoidance of doubt, if this Contract is terminated prior to the end of a Billing Cycle Period, any credit amount as described in Clause 22(c) above which may be subsisting shall be adjusted to zero without any compensation to the Consumer.
- e. In addition to the total payable amount as stated in any monthly bill for any Billing Month as described under Clause 22(b) and Clause 22(c), the Consumer may be imposed with a grid fixed charge and the appropriate taxes as provided in this Contract, if any.
- f. SE shall have the right to impose or levy a surcharge at the rate as prescribed under the Enactment on the outstanding amount, calculated until the date of full payment.
- g. The Consumer shall be liable for electricity bills issued by SE including any unpaid amount insofar as the account is registered under the Consumer's name regardless of any consumption of electricity by any third party.
- h. The Consumer shall be responsible to repay the amount in the bills rendered by SE including any other relevant charges for any invalid payment made by the Consumer such as false credit card, bounced cheque and any other invalid payment.
- i. In the event the Consumer fails to make payments as required under

this Clause 22 within the period which is stipulated in the payment notice, SE shall have the right to disconnect the Renewable Energy System from SE's system and/or the supply of electricity to the Premises or any other premises which is registered under the Consumer's name.

- j. The Consumer shall be liable for any arrears of electricity bill and/or loss suffered by SE by reason of dishonest consumption of electricity supply in all circumstances in accordance with the provisions of the Enactment.
- k. SE shall have the right to make adjustment and update of Consumer's account whenever necessary.
- l. SE shall be entitled to set off any amount due to it under this Contract against any sums due and payable to the Consumer under the terms of this Contract.

**23. DISCONNECTION OF SUPPLY**

- a. Subject to the Enactment, SE shall have the right to disconnect the Renewable Energy System from SE's system and/or the supply of electricity to the Premises without giving prior notice in any situations mentioned below:
  - i. any default by the Consumer under Clause 24 and such default are not remedied within the stipulated period if any;
  - ii. by Court Order/Judgment;
  - iii. Where SE reasonably determines that the continuation of the delivery of renewable energy by the Renewable Energy System to SE's system or the supply of electricity to the Premises will jeopardize the safety, reliability or security of SE's system or presents an imminent physical threat or endanger the safety, life or health of any person or property;
  - iv. upon the termination of this Contract taking effect either SE or the Consumer;
  - v. any removal made to any SE's installation and equipment as described in Clause 17(a);
  - vi. the occurrence of the circumstances as described in Clause 11 (f) or Clause 11(h); or
  - vii. any right to disconnect the Renewable Energy System from SE's system and/or the supply of electricity to the Premises without notice as provided under the Enactment.
- b. For the avoidance of doubt, the Consumer hereby irrevocably and unconditionally agrees and acknowledges that:
  - i. SE shall be excused from all its obligations under this Contract in the event SE exercises its rights to disconnect the Renewable Energy System from SE's system and/or the supply of electricity to the Premises in any situations as set out in this Clause 23; and
  - ii. SE shall not be responsible for any loss or damage that may arise as a result of the disconnection of the Renewable Energy System from SE's system and/or the supply of electricity to the Premises notwithstanding any loss or damage arising from

SE's willful misconduct, gross negligence or unlawful acts.

**24. EVENT OF DEFAULT**

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

- a. Act or default of the Consumer affecting the efficiency and/or safety of SE's installation.
- b. The Consumer has failed to comply and/or breach with any provision of this Contract and/or the Enactment and/or commit any offence under the Enactment.
- c. The Consumer is declared a bankrupt by the Court.
- d. Failure to pay the amount as stipulated under Clause 22 above.
- e. Any warranty, representation or covenant made by the Consumer in this Contract is false or inaccurate in any material respect.
- f. Consumption of electricity in any dishonest manner.
- g. The Consumer fails to comply with any of the provisions stipulated under Clause 1 of this Contract.
- h. The Electricity Supply Contract is terminated;
  - i. In the event the Consumer vacates the Premises pursuant to Clause 13(a).

**25. FORCE MAJEURE**

Neither party shall be liable to the other party for any breach of terms and conditions of this Contract due to any of this event which shall include but not limited to national emergency war, hostilities, riot, civil commotion, earthquake, flood, disposition or by compliance with any order of government, local or any other authorities.

**26. INDEMNITY AND NO LIABILITY CLAIM**

- a. The Consumer agrees to indemnify and keep indemnified (indemnifying) SE from and against all and/or any claims, actions, compensations, suits, proceedings, demands and all legal costs incurred thereby, brought against SE, its servants or agents by a third party to which SE shall or may be or become liable in respect of or arising from the performance of this Contract provided always it is not due to the negligence or willful acts of SE, its employees or agents.
- b. The Consumer shall at all times be fully liable to SE and remain responsible for all damages flowing from any breach or default of any term or obligation in this Contract regardless of whether the Renewable Energy System and the PV Meter are installed and owned by a third party or otherwise.
- c. The Consumer hereby agrees that neither SE nor its employees, servants, agents, representatives shall be liable and/or make good the Consumer in respect of any damage, injury or loss to any of the

Consumer's property and/or life arising from any fault of the SE's system or the Consumer's installation at the Premises unless such damage, injury or loss have been proven as a result of any willful act, negligence, omission and/or failure to comply with any safety measures as provided under any written law.

- d. The Consumer hereby agrees further that SE shall not be liable for any cost incurred, loss and/or damage of industrial goods, product, property or life of the Consumer as a result of any unavoidable accident, voltage fluctuation, interruption, reduction and/or cessation of the electricity supply, fire or accident that may occur in consequence of the supply of electricity or the use or misuse which is not due to the negligence or willful act of SE and/or its employees.

**27. NOTICES**

Unless and otherwise provided under the Enactment and any Clause stated under this Contract, any notice, demand or other communication which is required or allowed to be given or made under this Contract shall be in writing and shall be served by hand delivery or by way of prepaid registered post or ordinary post or any electronic means as mutually agreed by both parties to the address stated in this Contract. Proof of posting or service of any notice, demand or communication shall be deemed to be duly served:

- a. if service is delivered by hand, at the time of such delivery and duly acknowledged;
- b. if service is by way of post, on the third (3<sup>rd</sup>) working day after posting thereof; or
- c. if service is delivered by electronic means, at the time of such delivery report.

Provided that the above Clause 26 shall not be applied to the termination of this Contract.

**28. REMOVAL OF SE INSTALLATION**

If the Consumer or the proprietor of the Premises requests SE to remove or relocate the supply line, pole, sub-station, pylon or any other SE's installation or equipment within or outside the Premises, subject to consent by SE, all costs of executing the removal or relocation shall be fully borne by the Consumer or the proprietor as the case may be.

**29. SERVICES OF LEGAL PROCESS**

The service of any legal process shall be by way of prepaid registered post sent to the address as stated in this Contract. Proof of posting shall be regarded as proof of acceptance and the said service shall be deemed to have been duly served and duly received upon the expiry of five (5) days from the date of posting.

**30. TERMINATION OF CONTRACT BY SE**

- a. SE may terminate this Contract in circumstances as specified under Clause 24, at any time upon giving not less than fourteen (14) working days' notice in writing of its intention to do so.
- b. SE may terminate this Contract under Clause 23(a) by giving fourteen (14) working days' notice from the date of expiry of the remedy period, except for the situations in Clause 23(a)(ii) and Clause 23(a)(iv).
- c. If SE discovers that the information given is false and/or is disputed with the existence of prima facie proof relating to the delivery of renewable energy by the Renewable Energy System and the supply of electricity to the Premises and proven by any applicable laws or court order, SE shall have the right to terminate this Contract upon giving a written notice of not less than twenty-four (24) hours.

SE may terminate this Contract where required or permitted to do so under any applicable law or pursuant to any direction issued by ECoS or any competent authority.

**31. CONSEQUENCES OF TERMINATION**

On such effective date of termination under Clause 9 or Clause 30,

- a. SE shall be discharged from any obligations and liabilities under this Contract including any claim for damages without prejudice to SE's rights to make such claim due to the disconnection of the Renewable Energy System from SE's system and/or the supply of electricity to the Premises and the termination of this Contract;
- b. the terms and conditions as specified in the Electricity Supply Contract shall then be applicable.

**32. TRANSFER OF OUTSTANDING AMOUNT AND BALANCE OF DEPOSIT**

- a. SE shall have the right to transfer any outstanding amount of electricity bills from any vacated account of the Consumer to any active account registered under the Consumer's name.
- b. If there is a balance of deposit from the Consumer's vacated account, SE shall have the right to use the balance of the deposit to adjust for any outstanding amount from whichever active account registered under the Consumer's name.

**33. ENVIRONMENT ATTRIBUTES**

The SOLAR RAKYAT SABAH Consumer shall retain the first right of refusal over any environmental attributes or green credits arising from generation and export of Solar PV energy under this programme.

**E. MISCELLANEOUS**

**34. AMENDMENT, MODIFICATION OR REPLACEMENT**

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

**35. CHANGE IN SOLAR RAKYAT SABAH SCHEME AND/OR THE ENACTMENT**

In the event of any change in the SOLAR RAKYAT SABAH scheme and/or the Enactment including but not limited to the application of the Technical Guidelines or the discontinuation of the SOLAR RAKYAT SABAH scheme as decided by the State Government of Sabah, SE may by written notice to the Consumer unilaterally amend the terms and conditions of this Contract in any manner that it deems fit in order to ensure the compliance of the State Government of Sabah's decision, the Enactment and the Technical Guidelines.

**36. ASSIGNMENT**

The Consumer may assign any of the rights or obligations arising under this Contract to any third party provided that the assignment is made in accordance with Clause 15 of the Guidelines. SE shall be entitled to assign or transfer its interest, rights and obligations in whole or in part under this Contract without the Consumer's prior written consent and the Consumer hereby agrees to execute such agreement and do such things as may be required by SE to give effect to such assignment and/or transfer.

**37. CONFIDENTIALITY**

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

b. The Consumer agrees that SE may disclose all information provided by the Consumer under this Contract (including but not limited to any data or information from the reading of the meters), without limitation to the relevant departments and subsidiaries of SE, including SE's agents, advisors and outsource service providers, inside or outside of Malaysia, as well as the Energy Commission of Sabah, any other government entity and court or if required by any laws and regulations made thereunder.

**38. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Sabah and Malaysia, including the Enactment and regulations made thereunder".

**39. INSTALLATION OF EQUIPMENT TO GENERATE RENEWABLE ENERGY**

The Consumer shall inform SE on any equipment installed at the Premises for the purpose of generating renewable energy.

#### 40. PERSONAL DATA PROTECTION

- (a) The Consumer acknowledges that SE (“SE”) may collect, process, record, hold, store, use and disclose the Consumer’s personal data (as defined under the Personal Data Protection Act 2010 (“PDPA”)) provided by the Consumer or obtained in connection with this Agreement, for purposes relating to the implementation, administration and performance of the SOLAR RAKYAT SABAH and SE’s services.
- (b) SE shall process the Consumer’s Personal Data in accordance with the PDPA and any applicable regulations, subsidiary legislation, guidelines, associated codes of practice, orders and any statutory amendments or re-enactments thereof from time to time.
- (c) The Consumer agrees that SE may process the Personal Data for purposes including but not limited to:
  - (i) administering and performing SE’s obligations under this Agreement and the SOLAR RAKYAT SABAH Metering programme;
  - (ii) verifying the Consumer’s identity and eligibility for participation in the programme;
  - (iii) billing, credit management, settlement of exported energy and related financial transactions;
  - (iv) operational, technical and safety management of electricity supply and solar generation systems;
  - (v) compliance with any applicable laws, regulatory requirements or directions from governmental or regulatory authorities; and
  - (vi) such other purposes directly related to the foregoing.
- (d) The Consumer acknowledges that SE may disclose the Personal Data to its employees, contractors, service providers, professional advisers, regulatory authorities and any other third parties where such disclosure is necessary for the purposes stated above or as required by law, subject always to compliance with the PDPA.
- (e) SE shall take reasonable technical and organisational measures to protect the Consumer’s Personal Data from loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.
- (f) In the event of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Consumer’s Personal Data processed by SE in connection with this Agreement, SE shall notify the Consumer of such breach within a reasonable period and provide such information as may be reasonably necessary to inform the Consumer of the nature and potential impact of the breach, subject to applicable laws and regulatory requirements.
- (g) The Consumer acknowledges that he/she has read and understood SE’s Personal Data Protection Policy which is

available at: <http://www.sesb.com.my> and agrees to the processing of his/her Personal Data in accordance with the policy.

For the purposes of this clause, “process” or “processing” shall have the meaning assigned to it under the PDPA, including the collection, recording, holding, storage, use or disclosure of Personal Data.

**41. SEVERABILITY**

If any one or more of the provisions or part thereof contained in this Contract should be or become invalid or unenforceable due to whatsoever reasons this shall not in any way affect or impair the validity or enforceability of the remaining provision hereof.

**42. STAMP DUTY**

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

**43. SUCCESSORS-IN-TITLE**

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

**44. TAXES**

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

**45. TIME PERIOD**

Time wherever mentioned shall be the essence of this Contract.

**46. WAIVER**

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

**47. APPLICABILITY OF THE ELECTRICITY SUPPLY CONTRACT**

- a. The terms and conditions as specified in the Electricity Supply Contract shall continue in full force and effect during the term of this Contract.
- b. For the avoidance of doubt, in the event of any inconsistency between the terms and conditions of this Contract and the terms and conditions of the Electricity Supply Contract, the terms and conditions of this Contract shall prevail.

#### **48. ANTI BRIBERY AND INTEGRITY**

- (a) The Consumer acknowledges and agrees that, in connection with this Agreement, the Consumer shall:
  - i. strictly comply with all applicable laws and regulations relating to anti-corruption, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 (“MACCA”);
  - ii. not engage in any act or omission which may constitute or result in a violation of any applicable anti-corruption laws, including but not limited to the MACCA, at any time during the term of this Agreement;
  - iii. refrain from offering, promising, giving, soliciting or accepting any gratification, bribe or other improper benefit in connection with this Agreement or SE’s services; and
  - iv. take all reasonable measures to ensure that no corrupt practices, unfair means or illegal activities are carried out in relation to this Agreement.
  
- (b) Without prejudice to any other rights available to SE under this Agreement or at law, SE shall be entitled to immediately terminate this Agreement by written notice to the Consumer if:
  - i. the Consumer is convicted by a court of competent jurisdiction for any offence relating to corrupt practices, unfair means or illegal activities in connection with this Agreement; or
  - ii. SE reasonably determines that the Consumer has engaged in any conduct which violates applicable anti-corruption laws.
  
- (c) Upon termination of this Agreement under this clause:
  - i. the Consumer shall not be entitled to claim from SE any losses, damages, compensation or other claims arising from such termination; and
  - ii. SE reserves the right to claim from the Consumer any losses, costs, damages or expenses incurred by SE arising from the Consumer’s breach of this clause.

#### **49. CYBER SECURITY**

- (a) SE Sdn. Bhd. (“SE”) shall comply with all applicable provisions of the Cyber Security Act 2024 (“CSA”) and any applicable regulations, guidelines or directives issued by the relevant authorities, including obligations relating to the protection of national critical information infrastructure and the reporting of Cyber Security Incidents (as defined under the CSA).
  
- (b) SE shall implement and maintain reasonable technical and organisational security measures to safeguard the confidentiality, integrity and availability of the Consumer’s data and SE’s systems used in connection with the

SOLAR RAKYAT SABAH / Net Energy Metering programme.

- (c) In the event of a Cyber Security Incident affecting SE's systems or the Consumer's data in connection with this Agreement, SE shall:
  - i. take reasonable steps to contain, investigate and mitigate the impact of the incident;
  - ii. comply with any reporting obligations required under the CSA or other applicable laws; and
  - iii. where appropriate and subject to applicable laws and regulatory requirements, notify the Consumer of the incident and any relevant measures taken to address the incident.
  
- (d) The Consumer agrees to reasonably cooperate with SE in relation to any investigation or response to a Cyber Security Incident where such cooperation is necessary for the protection of SE's systems, electricity infrastructure or the Consumer's participation in the SOLAR RAKYAT SABAH programme.