

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

BETWEEN

**TENAGA NASIONAL BERHAD**  
**(Company Registration No.: 200866-W)**  
**("TNB")**

AND

**EACH ORIGINAL PARTY AND**  
**EACH ACCEDING PARTY AS DEFINED HEREIN**

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**NEDA FRAMEWORK AGREEMENT**

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**THIS NEDA FRAMEWORK AGREEMENT** is made this                      day of                      2017 (the “**NEDA Framework Agreement**”).

**BETWEEN:**

- (1) **TENAGA NASIONAL BERHAD** (“**TNB**” which expression shall include its successors and/or permitted assigns), a limited liability company incorporated under the laws of Malaysia (Company Registration No. 200866-W) and having its registered office at Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129, Jalan Bangsar, 59200 Kuala Lumpur, Wilayah Persekutuan, and also in its capacities as **Grid Owner, Single Buyer, Grid System Operator** and **TNB Distribution**;

**AND**

- (2) Each Original Party and each additional Acceding Party, which expressions shall include their successors and permitted assigns.

**WHEREAS:**

- (A) The NEDA Rules have been developed to provide guidelines on the operation of the New Enhanced Dispatch Arrangement (“**NEDA**”) to enhance competition and cost efficiency of the Single Buyer market in Malaysia.
- (B) The Original Parties have agreed to be bound by this NEDA Framework Agreement in order to observe, perform and be bound by the NEDA Rules and to give effect to the terms of this NEDA Framework Agreement.
- (C) The parties listed as Original Parties herein and on the MPI shall be Original Parties to the NEDA Framework Agreement for the purpose of giving effect to and binding themselves by the NEDA Rules. Persons who enter into a NEDA Deed of Accession pursuant to this NEDA Framework Agreement are doing so for the purpose of binding themselves to the NEDA Rules.

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In the NEDA Framework Agreement (including the Recitals hereto) words and phrases not defined herein and defined in the NEDA Rules shall have the meaning given to them in the NEDA Rules unless the context requires otherwise:

**“Acceding Party”** means a person who is admitted as a party to the NEDA Framework Agreement and as listed on the MPI;

**“NEDA Deed of Accession”** means a deed where a Party Applicant accedes to the NEDA Framework Agreement;

**“NEDA Party”** means a participant in NEDA, including the Single Buyer, Grid System Operator, TNB Distribution and NEDA Participants;

**“Original Parties”** means each person listed in Schedule 1 herein and on the MPI as such;

**“Party Applicant”** has the meaning given to the term in Clause 2.1.

1.2 Any reference to any legislation in this NEDA Framework Agreement includes any statutory interpretation, amendment, or modification, re-enactment or consolidation of any such legislation and any regulations or orders made thereunder and any general reference to any legislation includes any regulations or orders made thereunder.

1.3 Any reference to another agreement or document, or any deed or other instrument, in this NEDA Framework Agreement is to be construed as a reference to that other agreement, or document, deed or other instrument as lawfully amended, modified, supplemented, substituted, assigned or novated from time to time.

1.4 A reference to a “person” in this NEDA Framework Agreement includes any individual, partnership, firm, company, corporation (statutory or otherwise), joint venture, trust, association, organisation or other entity.

## **2. NEW PARTIES**

2.1 A person wishing to become a NEDA Party (the **“Party Applicant”**) may be admitted as an Acceding Party subject to and in accordance with the provisions of the NEDA Rules by execution and delivery of a NEDA Deed of Accession signed by such Party Applicant.

2.2 Each NEDA Party hereby acknowledges that the Single Buyer is authorised by the Energy Commission to verify and process the registration of new Party Applicants in accordance with the NEDA Rules and hereby irrevocably and unconditionally authorises the Single Buyer to admit a Party Applicant as an Acceding Party under this NEDA Framework Agreement and a NEDA Party for the purposes of the NEDA Rules upon execution and delivery of the NEDA Deed of Accession by the Party Applicant without further consent or approval from any existing NEDA Party.

## **3. DISCONTINUING PARTIES**

3.1 A NEDA Party shall automatically cease to be a NEDA Party and a party to this NEDA Framework Agreement upon de-registration from NEDA in accordance with the NEDA Rules.

3.2 The cessation of a NEDA Party shall be without prejudice to any accrued rights, obligations and liabilities in respect of any such NEDA Party prior to the date of such cessation.

## **4. TERM**

4.1 This NEDA Framework Agreement shall become effective upon the execution of this NEDA Framework Agreement and following the issue of the NEDA Rules by the Energy Commission as a guideline under Section 50C of the Electricity Supply Act 1990.

4.2 This NEDA Framework Agreement shall terminate upon the permanent cessation of operation of NEDA as determined by the Energy Commission.

## **5. LIMITATION OF LIABILITY**

5.1 Each NEDA Party agrees and acknowledges that no NEDA Party, or any of its officers, employees or agents, shall be liable to any other NEDA Party for any claims, liabilities, losses, costs,

expenses or damages of any kind or character arising from participation in NEDA save as otherwise provided in accordance with the NEDA Rules.

**6. SEVERANCE**

6.1 If any provision of the NEDA Framework Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the NEDA Framework Agreement, which shall continue in full force and effect notwithstanding the same.

**7. COUNTERPARTS**

7.1 The NEDA Framework Agreement may be executed in any number of counterparts.

**8. GOVERNING LAW**

8.1 This NEDA Framework Agreement shall be governed by and construed in accordance with the laws of Malaysia.

**9. MISCELLANEOUS**

9.1 Each Party shall bear its own costs including legal costs in connection with and incidental to the preparation and completion of this NEDA Framework Agreement.

9.2 This NEDA Framework Agreement shall be duly stamped and all stamp duties in relation thereto shall be borne by each Original Party for their respective copy.

**SCHEDULE 1**

**ORIGINAL PARTIES**

1. [Company Name]. (Company Registration No: [●])

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**IN WITNESS WHEREOF**, the NEDA Parties to this NEDA Framework Agreement have hereunto affixed their hands and seals the day and year first above written.

**THE COMMON SEAL OF** )  
**TENAGA NASIONAL BERHAD** in its capacities )  
as the **GRID OWNER, SINGLE BUYER, GRID** )  
**SYSTEM OPERATOR** and **TNB DISTRIBUTION** )  
was hereunto affixed in the presence of: )

)  
)  
)  
)

.....  
Company Secretary/Director

.....  
Director

**THE COMMON SEAL OF** )  
[●] was hereunto affixed in the presence of: )  
**[Note: to insert as many signature blocks as** )  
**necessary given the number of NEDA Parties** )  
**to sign]** )

)  
)  
)  
)

.....  
Company Secretary/Director

.....  
Director