

## REFERENCE ACCESS OFFER

(With effect from 19 April 2024, Version No. 3)

### A. INTRODUCTION

TOUCH MINDSCAPE SDN. BHD. (Company No. 743499-T) ("**Access Provider**") is a licensed network facilities and services provider under the Communications and Multimedia Act 1998 ("**Act**") and the first entity of its kind dedicated to providing telecommunications operators with comprehensive infrastructure solutions and accompanying services. The Access Provider operates from its corporate premises at B48, Lorong IM8/33, Taman Mahkota Putra, 25200, Kuantan, Pahang, Malaysia.

This Reference Access Offer ("**RAO**") is issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List (Determination No. 6 of 2021); the Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2022); and the Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2023).

This RAO is a standing offer by the Access Provider which sets out the full terms and conditions for a prospective Access Seeker intending to obtain Infrastructure Sharing Service(s) thereof from the Access Provider. It also contains information that is reasonably necessary for the negotiation, conclusion and implementation of the provision of access as contemplated in the MSA Determination. Notwithstanding this, this RAO would not affect either party's flexibility to negotiate new or additional terms under the RAO.

In this RAO, any references to the contents of this RAO shall be referred to as "Clause"; and any references to the MSA Determination or the Act shall be referred to as "Section".

### B. PRINCIPLES GOVERNING THIS RAO

- 1.1 This RAO shall be effective from the date of its publication until replaced or varied.
- 1.2 In the matter of this RAO, the Access Provider undertakes to comply with all relevant provisions of the MSA Determination, principally, adherence to:
  - (i) **Negotiation Procedures** ▶ As set out in **Subsections 5.4.1 to 5.4.19** of the MSA Determination;

(ii) **Standard Access Obligations** ► As outlined in Section 149 of the Act, inter alia, equitable and non-discriminatory access (per **Section 149(2)** of the Act) and customer relationship principles (per **Section 4.3** of the MSA Determination);

(iii) **Amendments** ► The Access Provider may amend this RAO from time to time and the Access Provider shall, no less than thirty (30) Business Days before the Access Provider proposes to effect the changes, provide a copy of the amended RAO showing the proposed changes to the existing RAO, to:

*5.3.5 of the MSA*

- all Access Seekers who are being provided with access to the Infrastructure Sharing Service(s) under the existing RAO; and
- all Access Seekers who have requested this RAO within the period of three months (3) months prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.

For clarification:

- (a) nothing herein prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by an Access Provider under this subsection;
- (b) where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between the Access Provider and the Access Seeker; and
- (c) without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement upon expiry of the thirty (30) Business Days period. However, if the Access Seeker disputes the change to the existing RAO within such thirty (30) Business Days period, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favour of the Access Provider.

1.3 **Information disclosure:** The Access Provider must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker for the provision of access (whether or not on the basis of a RAO):

*5.3.7 of the MSA*

1.3.1 any supplementary details of a Infrastructure Sharing Service offered by the Access Provider not included in the RAO, including details concerning all locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location is available to Access Seekers;

1.3.2 any supplementary access charges for access to Infrastructure Sharing Services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);

- 1.3.3 all supplementary technical information relating to the Infrastructure Sharing Services which may be the subject of the Access Request, which are not included in the RAO;
- 1.3.4 supplementary details of the Access Provider's operational processes and procedures not included in the RAO;
- 1.3.5 supplementary details of the Access Provider's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker;
- 1.3.6 details of the Access Provider's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Infrastructure Sharing Services which may be the subject of the Access Request;
- 1.3.7 any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by the Access Provider; and
- 1.3.8 the Access Provider's reasons for failing to supply any of the information referred to in this Item.

Prior to the provision of information under this Item, the Access Provider may request the Access Seeker to enter into a Non-Disclosure Agreement.

**C. ACCOMPANYING DOCUMENTS**

This RAO shall be read together with the following schedules and appendices, all of which collectively make up the entirety of the RAO:

- SCHEDULE 1** ▶ Particulars of Engagement
- SCHEDULE 2** ▶ Specimen Engagement Term Sheet
- SCHEDULE 3** ▶ Specimen Non-Disclosure Agreement to be executed between Access Seeker and Access Provider
- SCHEDULE 4** ▶ Technical Schedule
- SCHEDULE 5** ▶ Component for Basic Infrastructure Sharing Service Fee
- SCHEDULE 6** ▶ Schedule of Fees
- APPENDIX A** ▶ Form of Site Agreement
- APPENDIX B** ▶ Site Schedule
- APPENDIX C** ▶ Form of Relocation Site Agreement
- APPENDIX D** ▶ Specimen Service Request Form
- APPENDIX E** ▶ Specimen Service Order Form

**APPENDIX F** ▶ Specimen Ready For Inspection Notice

**APPENDIX G** ▶ Specimen Ready For Active Installation Notice

**D. NEGOTIATION AND ACCESS REQUEST**

1.1 **Application for Access.** The Access Seeker requesting Infrastructure Sharing Service(s) may do so by serving upon the Access Provider an Access/Service Request in writing in the form set forth in **Appendix A**, setting out the following (non-exhaustive) information:

*5.4.6 of the MSA*

- 1.1.1 the name and contact details of the Access Seeker;
- 1.1.2 the Infrastructure Sharing Services in respect of which access is sought;
- 1.1.3 a list of the relevant licences held by the Access Seeker;
- 1.1.4 whether the Access Seeker wishes to accept the Access Provider's RAO, to negotiate amendments to the RAO, or to negotiate an Access Agreement on alternative terms;
- 1.1.5 two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by the Access Provider in accordance with **subsection 5.3.8** of the MSA Determination;
- 1.1.6 preliminary information regarding the scale and scope of Infrastructure Sharing Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request;
- 1.1.7 the information (if any) the Access Seeker reasonably requires the Access Provider to provide for the purposes of negotiations. The type of information to be requested by Access Seekers is in accordance with (but not limited to) **subsection 5.3.7** of the MSA Determination;
- 1.1.8 relevant technical information relating to the interface standards of the Access Seeker;
- 1.1.9 relevant information relating to the Access Seeker's network and the functionality of its Infrastructure Sharing Service(s), to the extent that the Access Seeker is aware that such information may affect Access Provider's network;
- 1.1.10 creditworthiness information in accordance with the Access Provider's requirements, as set out in **Item 1.13**;
- 1.1.11 assessed security (or, if applicable, confirmation of security provided) in accordance with the Access Provider's security requirements, as set out in **subsection 5.3.9** of the MSA Determination;
- 1.1.12 insurance information in accordance with the Access Provider's insurance requirements, as set out in **subsection 5.3.10** of the MSA Determination; and
- 1.1.13 such other information as the Access Provider may reasonably request for the sole purpose of providing access to the requested Infrastructure Sharing Services.

1.2 **Obligations upon receipt:** The Access Provider shall, within ten (10) Business Days of receipt of an Access Request, respond to the Access Seeker in writing acknowledging receipt of the Access Request and stating that:

- 1.2.1 if the Access Seeker is willing to accept a RAO from the Access Provider, the Access Provider will provide access in accordance with the RAO;
- 1.2.2 if **Item 1.2.1** above does not apply, the Access Provider is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms;
- 1.2.3 the Access Provider refuses the Access Request in accordance with **Item 1.5** below; or
- 1.2.4 the Access Provider requires specified additional information to make a decision on the Access Request in accordance with **Items 1.2.1 to 1.2.3** above, and once such information is received from the Access Seeker, the Access Provider shall reconsider the Access Request in accordance with this **Item 1.2.4** and the ten (10) Business Days for the Access Provider to consider the Access Request will recommence from the receipt of the information from the Access Seeker.

The Access Provider must provide a copy of its response to the Commission at the same time that the Access Provider provides the response to the Access Seeker.

1.3 **Acceptance response:** If the Access Provider responds that access will be provided in accordance with this RAO [as described in **subsection 5.4.7(a)** of the MSA Determination], the Access Provider must, within ten (10) Business Days of such response, provide two (2) copies of the RAO executed by the Access Provider to the Access Seeker and one (1) copy of the executed confidentiality agreement returned by the Access Seeker [in accordance with **subsection 5.4.6(f)** of the MSA Determination] that has also been properly executed by the Access Provider.

1.4 **Negotiation response.** If the Access Provider is willing to proceed with negotiation of the Access Request, the Access Provider must set out in its response to the Access Seeker: *5.4.9 of the MSA*

- 1.4.1 a place, date and time, not later than fifteen (15) Business Days from the date of the Access Provider's response, when the Access Provider's representative that is authorised to negotiate on an Access Agreement will be available for an initial meeting with the Access Seeker's representative that is authorised to negotiate on the Access Agreement; and
- 1.4.2 one (1) copy of the executed Non-Disclosure Agreement returned by the Access Seeker that has also been properly executed by the Access Provider.

1.5 **Refusal response.** If the Access Provider decides to refuse the Access Request, the Access Provider must set out in its response to the Access Seeker: *5.4.10 of the MSA*

- 1.5.1 the grounds in **Item 1.6** on which the Access Provider is relying;
- 1.5.2 the basis of the Access Provider's decision with sufficient particulars to enable the Access Seeker to make its own assessment about the applicability of the specified grounds of refusal; and

1.5.3 a place, date and time, not later than seven (7) Business Days from the date of the Access Provider's response, at which representatives of the Access Provider authorised to review the Access Provider's assessment of the Access Request will be available to meet with representatives of the Access Seeker, for the purpose of discussing the refusal of the Access Request. At this meeting, the Access Seeker may request the Access Provider to substantiate its reasons for refusal (and the Access Provider shall do so), and if access has been refused on the basis of the grounds in:

- (a) **Item 1.6.2**, the Access Provider must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;
- (b) **Item 1.6.3**, the Access Provider must identify when additional capacity or space is likely to be available; and
- (c) **Item 1.6.4**, the Access Provider must identify the form of security requirement which would satisfy its concern that the Access Seeker may fail to make timely payment for the requested Infrastructure Sharing Services, its reasons for the security requirement and why it considers such concern cannot be addressed through a security requirement under **subsection 5.3.9** of the MSA Determination.

1.6 **Grounds for refusal.** Except where expressly permitted otherwise under the Act or **section 6** of the MSA Determination, an Access Provider shall not refuse an Access Request, except on the grounds that: *5.4.11 of the MSA*

1.6.1 the Access Provider does not currently supply, or provide access to, the relevant Infrastructure Sharing Services to itself or to any third parties (in which case it shall identify any alternative facilities and/or services which it does provide to itself or to any third parties, which may be acceptable substitutes), except where the Access Seeker compensates the Access Provider for the original supply of access to Infrastructure Sharing Services to the Access Seeker;

1.6.2 the Access Seeker has not provided all of the information required to be provided in accordance with **subsection 5.4.6** of the MSA Determination;

1.6.3 it is not technically feasible to provide access to the Infrastructure Sharing Services requested by the Access Seeker;

1.6.4 subject to the MSA Determination, the Access Provider has insufficient capacity or space to provide the requested Infrastructure Sharing Services;

1.6.5 the Access Provider has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Infrastructure Sharing Services and such concern cannot be addressed through a security requirement in accordance with the MSA Determination;

1.6.6 there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Infrastructure Sharing Services;

- 1.6.7 there are reasonable grounds for the Access Provider to refuse access in the national interest; or *5.4.13 of the MSA*
- 1.6.8 there are reasonable safety and security reasons for the Access Provider to refuse a request by an Access Seeker in relation to fixed telecommunication poles being utilised for critical government services, including in connection with government agencies, the military or the police. *6.8.19 of the MSA*
- 1.7 **Initial meeting:** Unless otherwise agreed between the Parties, each Party shall ensure that its representatives meet on the date notified pursuant to **Item 1.4.1** and that such representatives:
- 1.7.1 agree on a timetable for the negotiations, including milestones and dates for subsequent meetings within the applicable timeframe for negotiations under **subsection 5.4.1 (b)** of the MSA Determination;
- 1.7.2 agree on negotiating procedures, including:
- (a) calling and chairing meetings;
  - (b) responsibility for keeping minutes of the meetings;
  - (c) clearly defined pathways and timetables for escalation and resolution by each Party of matters not agreed in the meetings;
  - (d) procedures for consulting, and including in the negotiating process, relevant experts from each of the Parties; and
  - (e) procedures for preparing and exchanging position papers;
- 1.7.3 review the information requested and provided to date and identify information yet to be provided by each Party; and
- 1.7.4 identify what technical investigations, if any, need to be made and by whom such investigations should be made.
- 1.8 **Additional matters.** The Access Provider shall not do, or threaten to do, anything that has the effect or likely effect of, any of the following: *5.4.15 of the MSA*
- 1.8.1 refuse to negotiate terms of access not related to price, for the reason that the rate, charge, charging principles or methodologies of access has not been agreed upon;
- 1.8.2 refuse to negotiate access to the Infrastructure Sharing Services because the Access Seeker has not agreed to acquire access to other Infrastructure Sharing Services or because the Access Seeker has not agreed to acquire a particular configuration, option or feature of a requested Facility and/or Service;
- 1.8.3 require an Access Seeker to enter into a confidentiality agreement the terms of which would preclude the disclosure of information requested by the Commission or required to be disclosed for the purposes of dispute resolution;

- 1.8.4 require an Access Seeker to warrant that an Access Agreement complies with all applicable laws;
- 1.8.5 refuse to include in any Access Agreement a provision permitting variation of the Access Agreement in the event of any change in rules, applicable laws or applicable regulations (including Commission decisions and determinations);
- 1.8.6 make any negotiation conditional on the Access Seeker first obtaining any regulatory approval or consent;
- 1.8.7 intentionally mislead or coerce an Access Seeker into reaching an agreement, which would not otherwise have been reached if not for the misleading act or coercion;
- 1.8.8 intentionally obstruct or delay negotiations or any dispute resolution process;
- 1.8.9 fail to nominate representatives who have sufficient authority and with sufficient availability to progress negotiations in a timely and efficient manner; and
- 1.8.10 fail to provide information that is necessary to conclude an Access Agreement including, without limitation:
  - (a) information about the Access Provider's Network that the Access Seeker reasonably requires in identifying the network elements or network components to which it requires access; and
  - (b) information about the basis of the determination of rates, charges or fees.

1.9 **Technical infeasibility:** For the purposes of **Item 1.6**, an Access Provider shall not refuse an Access Request on the grounds of technical infeasibility unless the Access Provider establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request. Each of the following matters shall be taken into account in determining whether access is technically feasible: *5.4.17 of the MSA*

- 1.9.1 economic, accounting, billing, space or site concerns shall be disregarded by the Access Provider except that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;
- 1.9.2 any requirement for the Access Provider to modify its facilities or Equipment in order to meet the Access Request will not, on its own, mean that the access is not technically feasible;
- 1.9.3 if the Access Provider asserts that meeting the Access Request would have an adverse impact on network reliability, the Access Provider must provide evidence that provision of the requested Infrastructure Sharing Services would result in a specific and significant adverse impact on network reliability; and
- 1.9.4 the Access Provider must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this subsection) improvements that would allow the Access Provider to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

1.10 **Forecasting Obligation.**

1.10.1 Access Provider may require, as a condition to providing Infrastructure Sharing Service(s) to the Access Seeker, that an Access Seeker provide the Access Provider with the following:-

- (a) a good faith indicative forecast of its requirements for Sites from the Access Provider at least forty-five (45) days prior to each calendar quarter; and
- (b) a good faith indicative forecast of its requirements for temporary structures the likes of cell on wheels or mobile Base Transceiver Stations, RAMOs, rapid pole Sites and portable Base Transceiver Stations. The Access Seeker may from time to time, lease Site Space on such temporary structures from the Access Provider subject to applicable Infrastructure Sharing Service(s) Fees determined in accordance with the Access Provider's prevailing schedule of fees at least once every six (6) calendar months.

1.10.2 An Access Provider and an Access Seeker may agree to an alternative forecasting and ordering procedure other than the procedure set out herein, or to dispense with this procedure altogether, in which case, the Access Provider and the Access Seeker will be bound by the terms of that alternative procedure or mutual dispensation. *5.6.5 of the MSA*

1.11 **Non-Disclosure Agreement.** The Non-Disclosure Agreement attached as **Schedule 3** hereto shall be executed by the Access Provider and the Access Seeker in duplicate prior to any discussion on an Access Request in accordance with **subsection 5.3.8** of the MSA Determination.

1.12 **Security Requirements.** *5.3.9 of the MSA*

1.12.1 The Access Provider shall not impose any security requirements on an Access Seeker unless the Access Provider determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.

1.12.2 The Access Provider shall ensure that the amount and type of any security requirements to be imposed on an Access Seeker is only imposed in the Access Provider's security policy and is commensurate with:

- (a) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:
  - (i) for Infrastructure Sharing Services with a minimum period of access, a maximum of six (6) months to those Infrastructure Sharing Services; and
  - (ii) for Infrastructure Sharing Services without a minimum period of access, a single Invoice Period for those Infrastructure Sharing Services,
  - (iii) in an Access Agreement;
- (b) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
- (c) security previously reasonably required by the Access Provider.

- 1.12.3 The Access Provider must not impose a security requirement on an Access Seeker which:
- (a) exceeds a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Infrastructure Sharing Services to be provided by the Access Provider to the Access Seeker; or
  - (b) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Infrastructure Sharing Services.
- 1.13 **Creditworthiness information.** The Access Provider may only request creditworthiness information from the Access Seeker: *5.3.11 of the MSA*
- 1.13.1 if the Access Provider reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker;
  - 1.13.2 if the creditworthiness information sought is limited to information which is publicly available (on this basis, the Access Provider may request the Access Seeker to warrant that such information is accurate); and
  - 1.13.3 to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Infrastructure Sharing Services in an Access Agreement.
- 1.14 **Security Review.** An Operator shall only vary the amount and type of any security requirements imposed on another Operator: *5.16.7 of the MSA*
- 1.14.1 a maximum of once in any twelve (12) month period;
  - 1.14.2 if there is a material increase in the credit risk to the Operator due to changes in either or both of the circumstances under **Items 1.12.2(a)** and **1.12.2(b)** of this RAO; and
  - 1.14.3 if the Operator determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.
- 1.15 **Additional Security.** For the purposes of **Item 1.14** above, the Access Provider may only request additional or substitute security from the Access Seeker if the Access Seeker is making a new Access Request. *5.16.8 of the MSA*
- 1.16 **Engagement Term Sheet.** In the event the Access Provider is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms, parties may record such preliminary terms as have been mutually agreed between them in the form and manner outlined in the prescribed Engagement Term Sheet attached hereto as **Schedule 2**, which terms shall thereafter be incorporated into the definitive Access Agreement.

**E. COMMUNICATION**

Any communication in respect of this RAO should be made in writing to:

**Attention:** Commercial Management and Regulatory

**Address:** B48, Lorong IM8/33,

Taman Mahkota Putra, 25200,

Kuantan, Pahang, Malaysia.

**E-mail:** Group Commercial Management (sales@edotcogroup.com)

## TABLE OF CONTENTS

<b>PART A – DEFINITIONS AND INTERPRETATIONS .....</b>	<b>14</b>
1. <b>DEFINITIONS .....</b>	<b>14</b>
2. <b>INTERPRETATION .....</b>	<b>29</b>
<b>PART B – GENERAL CLAUSES.....</b>	<b>31</b>
1. <b>PRINCIPLES OF ACCESS .....</b>	<b>31</b>
2. <b>PARAMETERS OF THE RAO.....</b>	<b>31</b>
3. <b>SCOPE AND TERM OF THE AGREEMENT AND SITE AGREEMENTS.....</b>	<b>31</b>
4. <b>PARTIES OBLIGATIONS/COVENANTS .....</b>	<b>33</b>
5. <b>BILLING PROVISIONS.....</b>	<b>37</b>
6. <b>INTELLECTUAL PROPERTY RIGHTS.....</b>	<b>41</b>
7. <b>CONFIDENTIALITY OBLIGATIONS .....</b>	<b>41</b>
8. <b>REPRESENTATION AND WARRANTY .....</b>	<b>41</b>
9. <b>LIMITATION OF LIABILITY; DEFAULT AND INDEMNITY .....</b>	<b>42</b>
10. <b>INSURANCE .....</b>	<b>43</b>
11. <b>TERMINATION OF AGREEMENT AND SITE AGREEMENT .....</b>	<b>44</b>
12. <b>GENERAL DISPUTE RESOLUTION PROCEDURE AND BILLING DISPUTE RESOLUTION .....</b>	<b>50</b>
13. <b>DISPOSITION; ASSIGNMENT; DESIGNATION .....</b>	<b>50</b>
14. <b>AUDIT.....</b>	<b>51</b>
15. <b>MISCELLANEOUS .....</b>	<b>51</b>
<b>PART C – CLAUSES FOR THE FACILITIES OR SERVICES .....</b>	<b>55</b>
16. <b>GENERAL DESCRIPTION FOR THE PROVISION OF INSTALLATION, REPLACEMENT OR MODIFICATION OF EQUIPMENT AT EXISTING AND NEW SITES.....</b>	<b>55</b>
17. <b>INSTALLATION, REPLACEMENT AND MODIFICATION OF EQUIPMENT PROCEDURES .....</b>	<b>57</b>
18. <b>SERVICE FEE AND CHARGING PRINCIPLE .....</b>	<b>74</b>
<b>PART D – CLAUSES FOR TECHNICAL AND OPERATIONAL MATTERS .....</b>	<b>75</b>
19. <b>DECOMMISSIONING.....</b>	<b>75</b>
20. <b>NETWORK FACILITY ACCESS.....</b>	<b>76</b>
21. <b>INTERFERENCE AND OTHER USERS .....</b>	<b>78</b>

<b>22. MAINTENANCE SERVICE OBLIGATION .....</b>	<b>80</b>
<b>SCHEDULE 1 – PARTICULARS OF ENGAGEMENT .....</b>	<b>92</b>
<b>SCHEDULE 2 - ENGAGEMENT TERM SHEET FORM .....</b>	<b>100</b>
<b>SCHEDULE 3 - NON-DISCLOSURE AGREEMENT.....</b>	<b>107</b>
<b>SCHEDULE 4 - TECHNICAL SCHEDULE .....</b>	<b>112</b>
<b>SCHEDULE 5 - COMPONENT FOR BASIC INFRASTRUCTURE SHARING SERVICE FEE.....</b>	<b>114</b>
<b>SCHEDULE 6 - SCHEDULE OF FEES.....</b>	<b>115</b>
<b>SCHEDULE 7 – DISPUTE RESOLUTION PROCEDURES.....</b>	<b>129</b>
<b>APPENDIX A: FORM OF SITE AGREEMENT.....</b>	<b>137</b>
<b>APPENDIX B: SITE SCHEDULE .....</b>	<b>139</b>
<b>APPENDIX C: FORM OF RELOCATION SITE AGREEMENT .....</b>	<b>140</b>
<b>APPENDIX D: FORM OF SERVICE REQUEST .....</b>	<b>142</b>
<b>APPENDIX E: FORM OF SERVICE ORDER.....</b>	<b>145</b>
<b>APPENDIX F: FORM OF READY FOR INSPECTION NOTICE .....</b>	<b>147</b>
<b>APPENDIX G: FORM OF RFAI NOTICE .....</b>	<b>148</b>
<b>APPENDIX H: PERMIT TO WORK .....</b>	<b>149</b>

## PART A – Definitions and Interpretations

### 1. DEFINITIONS

1.1 As used in this RAO and each Site Agreement, the following terms shall have the following meanings:

“Access Agreement” means an agreement entered into between Operators whereby the Access Provider provides access to an Access Seeker in accordance with the terms contained in such agreement;

“Access List” means the list of facilities or services determined by the Commission pursuant to **Section 146** of the Act including any amendments thereto.

“Access Service Provider” shall mean the Access Provider or the Access Seeker of whom a line to its network is directly connected and over which Services are supplied.

"Access Provider Downtime" shall mean any period during which the Access Seeker's Equipment is off-air as a result of:

- (i) a planned activity of the Access Provider, where the Access Provider has provided the Access Seeker with a request in writing for such planned downtime, and the Access Seeker has either granted the Access Provider's request in writing, or has not rejected the Access Provider's request within two (2) Business Days of receiving such request, provided that any such period shall not exceed four (4) hours in a calendar month for any Site (unless the Access Seeker consents in writing);
- (ii) the actions of another User;
- (iii) any Force Majeure;
- (iv) in the case of any Access Provider Downtime in accordance with (i) above, the Access Provider shall use its best efforts to schedule such Access Provider Downtime at a time which is convenient for the Access Seeker and shall inform the Access Seeker of the start time and expected duration of such Access Provider Downtime at least two (2) Business Days prior to the commencement of such Access Provider Downtime; or
- (v) vandalism activities by any third party.

"Access Provider Equipment" shall mean any equipment which is owned or managed by the Access Provider at each Site, including but not limited to the following:

- (i) all electrical generators, power systems (including power plants with rectifier modules), battery banks, inverters, alternating current distribution boards (ACDB), pipes, pumps, valves, tanks,

	connections for electrical and other utilities services and fuel tanks;
	(ii) air conditioning units and fans;
	(iii) all ground shelters, cabins and cabinets;
	(iv) all grounding systems, foundation pads, clamps, brackets, hardware, appurtenances and other ancillaries relating to the foregoing, including to hold the equipment in (i), (ii) and (iii); and
	(v) any equipment used for monitoring, maintenance or access to the equipment in (i), (ii), (iii), or (iv).
"Access Provider Indemnified Person"	shall mean the Access Provider and/or Person which the Access Seeker is to reimburse compensate and/or indemnify as defined in <b>Clause 9.5.</b>
"Access Provider Parent"	shall mean edotco Group Sdn. Bhd.
"Access Seeker's Equipment"	shall mean any equipment which belongs to the Access Seeker or an Access Seeker Partner at a Site.
"Access Seeker Indemnified Person"	shall mean the Access Seeker and/or Person which the Access Provider is to reimburse, compensate and/or indemnify as defined in <b>Clause 9.7.</b>
"Access Seeker Interference Determination"	has the meaning assigned to such term in <b>Clause 21.1.2.</b>
"Access Seeker Interference Dispute"	has the meaning assigned to such term in <b>Clause 21.1.3.</b>
"Access Seeker Partner"	shall mean an Affiliate of the Access Seeker.
"Access Seeker Rental Charges"	shall mean rental charges payable by the Access Seeker under this RAO and any Site Agreement, as determined in accordance with <b>Item 4 of Schedule 6.</b>
"Access Seeker Taxes"	shall mean taxes payable by the Access Seeker under this RAO and any Site Agreement, which shall include goods and services tax or similar taxes payable in the future under applicable Malaysian law.
"Access Seeker Utility Charges"	shall mean the Access Seeker's share of electricity and fuel costs at a Site, as determined in accordance with <b>Item 5 of Schedule 6.</b>
"Access Seeker's Representatives"	shall mean Representatives of the Access Seeker or any Access Seeker Partner.

“Act”	shall mean the Malaysian Communications and Multimedia Act 1998.
"Affiliate"	of a specified Person shall mean another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For the purposes of this RAO, the Access Provider, and an Access Provider Parent and its subsidiaries, shall not be considered an Affiliate of the Access Seeker, and Axiata Group Berhad and its subsidiaries (other than an Access Provider Parent and its subsidiaries, including the Access Seeker), shall not be considered an Affiliate of the Access Provider.
“Authorized Equipment”	shall mean (a) any Equipment listed by the Access Seeker in a Site Agreement for a Site and (b) any other Equipment installed by the Access Seeker on a Site from time to time, pursuant to the provisions of this RAO.
"Backbilling Period"	shall mean the period stipulated in <b>Item 17(h) of Schedule 1.</b>
"Basic Infrastructure Sharing Service Fee"	shall mean the Infrastructure Sharing Service Fee payable with respect to Sites under any Site Agreement per month, but shall not include any Loading Charges, Access Seeker Rental Charges, Access Seeker Utility Charges or Access Seeker Taxes.
"Billing Dispute"	shall mean the dispute of an invoice for the Infrastructure Sharing Service Fees issued by the Access Provider to the Access Seeker.
"BTS"	shall mean base transceiver station.
"Built to Suit Sites"	has the meaning assigned to such term in <b>Item 6(e) of Schedule 1.</b>
"Business Day"	means a day other than the following days:  (i) a Saturday and Sunday; (ii) in states where Friday is observed as the weekly holiday, a Thursday and Friday; or (iii) a day which is lawfully observed as a national public holiday throughout Malaysia.
"Cell on Wheels"	shall mean a mobile site that consists of a Telecommunication Infrastructure and electronic radio transceiver equipment on a truck or trailer, designed to be part of a cellular network.
“Customer”	shall mean in relation to an Access Service Provider, a person having a contractual relationship with the Access Service Provider for the provision of communications by means of that Access Service Provider’s Services.

"Claim"	shall mean any suit, claim, action, proceeding or investigation.
"Commission"	shall mean Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.
"Construction Cost"	has the meaning assigned to such term in <b>Clause 17.1.18(b)</b> .
"Construction Cost Disagreement Notice Period"	has the meaning assigned to such term in <b>Clause 17.1.18(b)</b> .
"Confidential Information"	shall mean (i) all information of a confidential nature relating to a Party's business, operations, affairs and strategic plans including ordering information, know-how, ideas, concepts, technology, customers, vendors, the terms of this RAO and Site Agreement, marketing and commercial knowledge, which is disclosed, communicated or delivered by it to the other Party under this RAO or comes to the knowledge or into the possession of the other Party in connection with this RAO and includes Personal Data; and (ii) Derived Information.
"Derived Information"	shall mean any note, calculation, conclusion, summary, computer database, computer modeling or other material derived or produced partly or wholly from any Confidential Information.
"Discretionary Relocation Request"	shall mean a request by the Access Seeker to terminate the Site Agreement for a Site and relocate its Equipment from a Discretionary Terminated Site to a Discretionary Replacement Site. A Discretionary Relocation Request shall (i) identify the Site Agreement to be terminated, (ii) identify the city, area or region and approximate latitude and longitude where Parties desire to relocate the relevant Equipment and (iii) state Party's reason for relocation. A Discretionary Relocation Request shall be delivered at least sixty (60) days prior to the proposed termination date for the relevant Site Agreement.
"Discretionary Relocation Right"	shall mean the Access Seeker's right to terminate a Site Agreement for a Site and relocate its Equipment from such Site to another Site at its discretion in accordance with the terms of this RAO.
"Discretionary Replacement Site"	shall mean a substitute Site which replaces a Discretionary Terminated Site.
"Discretionary Terminated Site"	shall mean a Site which has been terminated by Access Seeker pursuant to an exercise of its Discretionary Relocation Right.

*5.7.3 of the MSA*

"Dispute Resolution Procedures"	shall mean the dispute resolution procedures set forth in <b>Clause 12</b> .
"Downtime"	shall mean any period during which the Access Seeker's Equipment is off-air primarily as a result of the Access Seeker's breach of this RAO or any Site Agreement or any other activity of the Access Seeker, other than Access Provider Downtime and Non-Access Downtime.
"Environmental Law"	shall mean all Laws relating to pollution or protection of the environment, the storage, handling, treatment, clean-up or transportation of any Hazardous Substance, or human health and safety.
"Equipment"	shall mean the Access Seeker's or a third party's equipment (including the equipment of any Access Seeker Partner) used in the Wireless Business, located at a Site, including but not limited to all wireless communications and transmission equipment using any technology (including cellular mobile GSM, DCS, CDMA, WCDMA, LTE, WiMAX, VSAT or otherwise or wireless communications in connection with a fixed line or data communication business), including radio frequency antennas, sectoral antennas, microwave dishes, other antennas (including VSAT, GPS, omni and WiMAX MIMO antennas), remote radio units (RRUs), BTS, microwave transmitters and receivers, and other wireless or landline network communications equipment, cable feeders, feeder ladders and cables relating thereto, and all foundation pads, clamps, brackets, hardware, appurtenances and other ancillaries relating to the foregoing, including to hold such equipment and any equipment used for monitoring, maintenance or access to such equipment.
"Equipment Installation Notice"	has the meaning assigned to such term in <b>Clause 17.2.1</b> .
"Exceptional Site"	shall mean sites with non-standard product offering or sites with exclusive rights granted by the previous owner.
"Estimated Access Seeker Electricity Charges"	has the meaning assigned to such term in <b>Item 5.3.1 of Schedule 6</b> .
"Estimated Access Seeker Fuel Charges"	has the meaning assigned to such term in <b>Item 5.3.3 of Schedule 6</b> .
"Feasibility Disagreement"	has the meaning assigned to such term in <b>Clause 17.4.4</b> .

"Fee Disagreement Notice Period"	has the meaning assigned to such term in <b>Item 17(d) of Schedule 1.</b>
"Force Majeure"	<p>shall mean any of the following events or circumstances (provided such events or circumstances are not the result of an inability to make payment) that are beyond the reasonable control of the affected Party, to the extent that such events or circumstances delay or make impossible the performance by such Party of any of its duties and obligations or cause a Party to breach a representation, warranty or obligation under this RAO, such as:</p> <ul style="list-style-type: none"> <li>(i) any acts, orders, decisions or decrees of any Governmental Entity which materially affect such Party's ability to perform its obligations under this RAO;</li> <li>(ii) enactments of, changes in or the enforcement of any Laws (including any changes in the application or interpretation thereof) that materially affect such Party's ability to perform its obligations under this RAO;</li> <li>(iii) acts of God, including, without limitation, volcanic activity, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes and tsunamis;</li> <li>(iv) major explosions and accidents; or</li> <li>(v) acts of war, terrorism, effects of nuclear radiation, insurrections, riots, the combined action of workers and political unrest;</li> </ul> <p>provided that a "Force Majeure" shall not include any delays or failures of a Party caused by the following:</p> <ul style="list-style-type: none"> <li>(a) the acts of the other Party or its Representatives;</li> <li>(b) the failure by the other Party or its Representatives to perform any acts required by this RAO; or</li> <li>(c) events that are reasonably foreseeable due to the geographical, historical, political, social or economic circumstances of Malaysia and the effect of such events on such Party's ability to perform its obligations under this RAO could have been significantly mitigated or prevented through commercially reasonable actions.</li> </ul>
"Force Majeure Notice Period"	shall mean the period as stipulated in <b>Item 10 of Schedule 1.</b>
"Governmental Entity"	shall mean (i) the federal government of Malaysia, (ii) any state, province, regency, municipality or other political subdivision of Malaysia, or (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board.
"Ground-Based Site"	has the meaning assigned to such term in <b>Item 6(a) of Schedule 1.</b>

"Hazardous Substance"	shall mean: <ul style="list-style-type: none"> <li>(i) any petrochemical or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls, radon gas, and toxic mold;</li> <li>(ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants" or "pollutants" or words of similar meaning and regulatory effect; or</li> <li>(iii) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any applicable Environmental Law.</li> </ul>
"High Priority Area"	means each of the following locations, facilities or areas: <ul style="list-style-type: none"> <li>(i) Federal and State Government administration centres;</li> <li>(ii) transportation hubs, including MRT stations, airports, train stations;</li> <li>(iii) transportation lines or routes, including railways and highways;</li> <li>(iv) high economic impact areas, including industrial parks and economic corridors;</li> <li>(v) identified Government projects under RMK-12;</li> <li>(vi) Jalinan Digital Negara (JENDELA) projects;</li> <li>(vii) areas identified by the Commission or Government as "high priority" for 5G deployment; and</li> <li>(viii) any other location, facility or area where an Access Provider has been granted the exclusive right to install, supply access to, or maintain, any Facilities or Services.</li> </ul>
"IBS Sites"	has the meaning assigned to such term in <b>Item 6(c) of Schedule 1</b> .
"Indoor Space"	Indoor space means any Site where the Access Seeker's Equipment is in a shelter or other indoor structure.
"Initial Billing Period"	has the meaning assigned to such term in <b>Item 17(c) of Schedule 1</b> .
"Initial Site Agreements"	shall mean the Site Agreements entered into between the Access Provider and the Access Seeker prior to the date of this RAO with respect to the provision of Infrastructure Sharing Services by the Access Provider to the Access Seeker.
"Infrastructure Sharing Service Fees"	shall mean the Basic Infrastructure Sharing Service Fee, Loading Charges, Access Seeker Rental Charges, Access Seeker Utility Charges

and any other charges payable by the Access Seeker to the Access Provider under this RAO.

"Infrastructure Sharing Services"

shall mean a facility and/or service which comprises of the following:

- (i) provision of physical access, which refers to the provision of space (including rooftop space) at specified network facilities to enable an Access Seeker to install and maintain its own equipment; or
- (ii) provision of access to in-building antennas and physical access to central equipment room;

provided that:

- (a) specified network facilities include towers and associated tower sites; and any other facility that supports, or has the capability to support, the installation of mobile or fixed network equipment in, along or in close proximity to: (A) a street; (B) a road; (C) a path; (D) a railway corridor; (E) a park; or (F) such other outdoor area that may be accessed by members of the public, including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries;
- (b) physical access shall include power, environmental services, security, site maintenance, and access for the personnel of the Access Seeker; and
- (c) provision of space at Site Space includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.

"Insolvency Event"

occurs with respect to a Party if:

- (i) a winding up order has been made against that Party provided the order has not been stayed and the order remains or will remain in effect for a continuous period of ninety (90) days;
- (ii) an order is made or an effective resolution is passed, for the reconstruction and amalgamation of that Party or otherwise under Section 366 of the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution remains or will remain in effect for a continuous period of sixty (60) days; or
- (iii) a receiver, receiver and manager, provisional liquidator, liquidator, or similar official party is appointed over all or substantially all of the property and assets of such Party and such appointment is not withdrawn, revoked or annulled within

- a period of sixty (60) days from the date of such appointment;  
or
- (iv) a holder of an Encumbrance (as defined herein) takes possession of all or substantially all of the property and assets of such Party and such action is not withdrawn, invalidated or reversed within a period of ninety (90) days from the date of such appointment.

"Insurance Cancellation Notice Period"	has the meaning assigned to such term in <b>Item 15(b) of Schedule 1.</b>
"Invoice"	shall mean the invoice as stipulated in <b>Item 17 of Schedule 1</b> issued by the Access Provider to the Access Seeker for the Infrastructure Sharing Service Fees payable for each Site based on the Access Seeker's Equipment configuration on each Site as of the first day of the Invoice Period.
"Invoice Due Date"	shall mean the date as stipulated in <b>Item 17(e) of Schedule 1.</b>
"Invoice Error Correction Period"	shall mean the period stipulated in <b>Item 17(f) of Schedule 1.</b>
"Invoice Period"	shall mean the billing period as stipulated in <b>Item 17(a) of Schedule 1.</b>
"Land"	shall mean the land or building owned, leased or subleased by the Access Provider for the purpose of locating Telecommunication Infrastructures.
"Land Lease"	shall mean an agreement pursuant to which a third party has granted a lease, or right to use, Land, to the Access Provider.
"Land Lease Extension Period"	shall mean the period stipulated in <b>Item 11(a) of Schedule 1.</b>
"Land Lease Extension Period (Renewal Term)"	shall mean the period stipulated in <b>Item 11(b) of Schedule 1.</b>
"Land Lease Expiry Notice Period"	shall mean the period stipulated in <b>Item 11(c) of Schedule 1.</b>
"Law"	means any domestic law, statute, code, rule, ordinance, regulation, directive, or any order, judgment, writ, injunction or decree issued in relation thereto.
"Landlord"	shall mean the lessor under a Land Lease.

"Loading Charges"	shall mean charges in accordance with <b>Item 3 of Schedule 6</b> which are payable in respect of any Equipment which exceeds the Standard Configuration.
"Lock-in Period"	shall mean a period stipulated in <b>Item 4(d) of Schedule 1</b> .
"Losses"	shall mean any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defense of any action and amounts paid in settlement) incurred in connection therewith, provided that "Losses" shall not include any indirect losses or consequential loss.
"Mandatory Relocation Event(s)"	has the meaning assigned to it in <b>Clause 11.8</b> .
"Mandatory Relocation Right"	shall mean the Access Seeker's right to terminate a Site Agreement for a Site and relocate its Equipment from such Site to another Site at its discretion after the occurrence of a Mandatory Relocation Event in accordance with the terms of this RAO.
"Mandatory Replacement Site"	shall mean a substitute Site which replaces a Mandatory Terminated Site.
"Mandatory Terminated Site"	shall mean a Site which has been terminated by the Access Seeker pursuant to an exercise of its Mandatory Relocation Right.
"Minister"	shall mean the Minister of Communications or, if different, the Minister administering the Act.
"Monopole Sites"	has the meaning assigned to such term in <b>Item 6(g) of Schedule 1</b> .
"MSA Determination"	shall mean the Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2022) and/or as may be modified or varied by the Commission from time to time under <b>Section 56 of the Act</b> .
"Non-Access Downtime"	shall mean, in relation to any period at a Site during which the Access Seeker's Equipment is off-air as a result of non-access to such Site, (i) the first two (2) hours of such non-access or (ii) only in the case of a Remote Site, the first four (4) hours of such non-access.
"Non-Standard Sites"	has the meaning assigned to such term in <b>Item 6(f) of Schedule 1</b> .

"Effective Date"	shall mean date in which: (i) the Access Seeker willingly accepts the RAO "as-is"; or (ii) the date of an Access Agreement entered between the Access Provider and the Access Seeker.
"Operator"	shall mean the Access Provider or the Access Seeker, and "Operators" shall mean the Parties.
"Outdoor Space"	shall mean any Site in which the Access Seeker does not maintain Equipment in a shelter or other indoor structure.
"Parties"	shall mean the Access Seeker and Access Provider.
"Permit to Work"	shall mean a permit to work at a Site in an electronic form obtained via the procedure set out in <b>Appendix H</b> .
"Permit" or "Permits"	shall mean all approvals, agreements, authorizations, permits, licenses, easements, orders, certificates, registrations, qualifications, or other form of permission, consent or authority from any Governmental Entity required under applicable Laws in connection with the use or operation of a Site which will enable the Access Seeker to install, operate, replace, modify , relocate and maintain the Access Seeker's Equipment installed at the Site.
"Person"	shall mean any individual, group, corporation, partnership or other organization or entity.
"Personal Data"	has the meaning ascribed to it under Personal Data Act Protection Act 2010.
"Prior User"	shall mean with respect to a Site, any other User of such Site that first installed its equipment on such Site prior to the date on which the Access Seeker first installed its Equipment on such Site.
"RAMO"	shall mean a rapid assembly mobile site.
"Reference Access Offer" or "RAO"	shall mean the Access Provider's Reference Access Offer as published on the Access Provider's website, as may be modified or varied by the Access Provider from time to time.
"Refund Period"	shall mean the period stipulated in <b>Item 13 of Schedule 1</b> .
"Relevant Changes"	has the meaning assigned to such term in <b>subsection 5.10.2 of the MSA Determination</b> .
"Renewal Term"	shall mean the period stipulated in <b>Item 4(b) of Schedule 1</b> .

"Ready For Inspection Notice"	shall mean a notice issued by the Access Provider to the Access Seeker indicating a Site is ready for inspection. <b>Appendix F</b> contains the form of Ready For Inspection Notice.
"Relocation Site Agreement"	shall mean the site agreement for a Mandatory Replacement Site or Discretionary Replacement Site, which supplements the Site Agreement entered into between the Access Provider and the Access Seeker for a Mandatory Terminated Site or Discretionary Terminated Site. The Relocation Site Agreement shall be substantially in the form of <b>Appendix C</b> .
"Replacement Site"	shall mean, as applicable, a Mandatory Replacement Site or a Discretionary Replacement Site.
"Representative"	shall mean, with respect to a Party, all Affiliates of such Party and all directors, officers, partners, employees, agents, advisors, representatives, contractors or sub-contractors of such Party or any of its Affiliates.
"Required Uptime Level"	shall mean the percentage stipulated in <b>Item 7(a) of Schedule 1</b> .
"RFAI Notice"	shall mean a notice issued by the Access Provider to the Access Seeker indicating that a Site is ready for the active installation of the Access Seeker's Equipment in accordance with the Access Seeker's Equipment Installation Notice, Mandatory Relocation Request, Discretionary Relocation Request or Service Order. <b>Appendix G</b> contains the form of RFAI Notice.
"Rooftop Site"	shall have the meaning given to it in <b>Item 6(b) of Schedule 1</b> .
"RRU"	shall mean a "remote radio unit".
"Sales Proposal"	has the meaning assigned to such term in <b>Clause 17.1.1</b> .
"Service Order"	shall mean a written notice from the Access Seeker to the Access Provider with respect to any Site(s) which the Access Seeker may desire to lease from the Access Provider in the form set forth in <b>Appendix D</b> .
"Site Space Request Form"	has the meaning assigned to such term in <b>Clause 17.1.1</b> .
"Sharing Major Upgrade"	shall mean any upgrade or other variation or modification to a Site, including structural enhancement, for which the cost incurred is greater than RM10,000.

"Sharing Minor Upgrade"	shall mean any upgrade or other variation or modification to a Site, including structural enhancement which is not a Sharing Major Upgrade.
"Single Tenant Site"	shall mean any Site at which either the Access Seeker or an Access Seeker Partner (but not both) is the sole User.
"Site Access Hours"	shall mean the times stipulated in <b>Item 12(a) of Schedule 1</b> .
"Site Agreement"	shall mean the site agreement(s) and Relocation Site Agreement(s) entered into between the Access Provider and the Access Seeker for a Site including any variation, amendments or modification. The site agreement and Relocation Site Agreement(s) to be executed by the Access Provider and the Access Seeker shall be substantially in the form of <b>Appendix A</b> and Relocation Site Agreement in the form of <b>Appendix C</b> herein or where no such agreement is in place, shall refer to any other related documents or otherwise this RAO which shall apply until the Site Agreement and Relocation Site Agreement have been duly executed.
"Site Agreement Start Date"	shall mean (i) the date of each Site Agreement; or (ii) for each Relocation Site Agreement executed for a Replacement Site or any Site, the date on which an RFAI Notice is executed or deemed to have been executed by the Access Seeker for a Site.
"Site Inspection Period"	shall mean the period during which inspection of the Site will be carried out in accordingly with <b>Clause 17.4.6</b> .
"Site Proposal"	has the meaning assigned to such term in <b>Clause 17.4.1</b> .
"Site Readiness Period"	has the meaning assigned to such term in <b>Clause 17.1.14</b> .
"Site Space"	shall mean, with respect to any Site: <ul style="list-style-type: none"> <li>(i) on an exclusive basis, certain space (whether as a single unit or in parts) on the Telecommunication Infrastructure and certain ground space on the Land comprising such Site in accordance with this RAO; and</li> <li>(ii) on a non-exclusive basis, certain rights for cable runs, utilities and access for such Site, in each case as set forth in a Site Agreement for such Site in accordance with this RAO.</li> </ul>
"Site Survey"	has the meaning assigned to such term in <b>Clause 17.4.2</b> .
"Site Survey Commencement Date"	has the meaning assigned to such term in <b>Clause 17.4.3</b> .
"Site Survey Period"	has the meaning assigned to such term in <b>Clause 17.4.3(b)</b> .

"Sites"	shall mean any site including the Land and the Telecommunication Infrastructure located thereon, owned or operated by the Access Provider, whether built or acquired by the Access Provider which shall contain the passive infrastructure listed in <b>Schedule 4</b> .
"Special Structures"	has the meaning defined in <b>Item 6(d) of Schedule 1</b> .
"Standard Configuration"	has the meaning assigned to such term in <b>Item 1 of Schedule 6</b> .
"Subsequent User"	shall mean with respect to a Site, any other User of such Site that installed its equipment on such Site subsequent to the date on which the Access Seeker first installed its Equipment on such Site.
"Subsequent User Interference Determination"	has the meaning assigned to such term in <b>Clause 21.2.2</b> .
"Subsequent User Interference Dispute"	has the meaning assigned to such term in <b>Clause 21.2.3</b> .
"Suitable Sites"	has the meaning assigned to such term in <b>Clause 17.1.1</b> .
"Tax" (or "Taxes")	shall mean any and all taxes, levies or other like assessments, including, but not limited to, income, transfer, gains, gross receipts, excise, inventory, property (real, personal or intangible), custom, duty, sales, use, license, withholding, payroll, employment, capital stock and franchise taxes (including any fee, assessment or other charge in the nature of or in lieu of any tax), imposed by Malaysia or any provincial, regency, local or foreign government or subdivision or agency thereof, any interest, penalties, additions to tax or additional amounts in respect of the foregoing (whether disputed or not), any transferee or secondary liability in respect of tax (whether imposed by Law, contract or otherwise) and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.
"Temporary Structures"	has the meaning assigned to such term in <b>Item 6(h) of Schedule 1</b> .
"Term"	shall mean the Site Agreement term as stipulated in <b>Item 4(a) of Schedule 1</b> .
"Third Party Services"	has the meaning assigned to such term in <b>Clause 17.1.20</b> .
"Telecommunication Infrastructure"	shall mean a wireless communications telecommunication infrastructure (whether Custom Built Sites, Ground-Based Sites, Rooftop Sites, Non-Standard Sites, Monopole Sites, Temporary

Structure, IBS Sites or any other type) and the related shelter or cabin located in Malaysia on the Land and all related equipment, including conduit, vaults and pedestals, grounding and pole hardware, fencing and signage, provided that "Telecommunication Infrastructure" shall not include Equipment.

"Telecommunication Infrastructure Access Request"	has the meaning assigned to such term in <b>Clause 17.4.2</b> .
"Telecommunication Infrastructure Analysis"	shall mean, with respect to a Telecommunication Infrastructure, an analysis to determine: <ul style="list-style-type: none"><li>(i) compliance with the Telecommunication Infrastructure manufacturer's warranty requirements;</li><li>(ii) compliance with current governmental standards and other legal requirements applicable to such Telecommunication Infrastructure;</li><li>(iii) the structural enhancements required, if any, to be made to such Telecommunication Infrastructure, in each case together with reasonable and customary analyses, examinations, investigations, tests, studies, inspections and surveys.</li></ul>
"Telecommunication Infrastructure Business"	shall mean the business of leasing or subleasing space on Sites to Persons licensed to engage in a Wireless Business.
"Transfer Costs"	shall mean the reasonable costs associated with removing, relocating and reinstalling the Access Seeker's Equipment from one Site to another Site, including transportation, storage, temporary Cell on Wheels or other temporary solution, repair and replacement of damaged Equipment, and alternate site survey costs and other related costs.
"Unauthorized Equipment"	has the meaning assigned to such term in <b>Clause 16.5</b> .
"Unauthorized Equipment Notice Period"	shall mean the period as stipulated in <b>Item 8(a) of Schedule 1</b> .
"Unauthorized Equipment Removal Period"	shall mean the period as stipulated in <b>Item 8(b) of Schedule 1</b> .
"Upgrade"	shall mean any upgrade or other variation (other than the variations listed in <b>Schedule 2</b> ) or modification to a Site which is beyond the Standard Configuration.

"User"	shall mean a Person, other than the Access Seeker, engaged in a Wireless Business that has agreed or agrees to lease space on a Site.
"Variation Order"	shall mean an order submitted from the Access Seeker to the Access Provider specifying any special requirements for a newly constructed Site which are different from or in excess of the passive infrastructure listed in <b>Schedule 4</b> or which specifies the requirement to construct a Remote Site; and
"Wireless Business"	shall mean the business of providing wireless signal transmission and receipt using wireless communications equipment using any technology (including CDMA, wi-fi or otherwise or wireless communications in connection with a fixed line or data communication business) in accordance with the Licenses granted to a Person under the Act, including without limitation services offered by commercial entities engaged in providing mobile radio, other wireless telecommunications, or radio broadcasting services to the public or selected users, and services provided by Access Seekers of private or not-for-profit wireless communications networks.

## 2. INTERPRETATION

- 2.1 The following rules of interpretation shall apply to this RAO to distinguish between provisions in statutes, the main body of this RAO and the provisions outlined in the schedules, appendices, attachments and exhibits:
- (a) all references to **Recitals, Clauses, Schedules** and **Exhibits** are to **Clauses, Schedules** and **Exhibits**, respectively, in or to this RAO unless otherwise specified.
  - (b) all references to **Sections** shall, unless otherwise stated, refer to sections within statutory and/or legislative instruments.
  - (c) all references to **Items** shall refer to Items in the Schedules.
- 2.2 All **Schedules** and **Exhibits** to this RAO form an integral part of this RAO to the extent that the **Schedules** and **Exhibits** do not conflict with the terms of this RAO.
- 2.3 All references to any document, instrument or agreement:
- (d) shall include all exhibits, schedules and other attachments;
  - (e) shall include all documents, instruments or agreements issued or executed in replacement thereof; and
  - (f) shall mean such document, instrument or agreement, or replacement or predecessor, as amended, modified and supplemented from time to time and in effect at any given time.

- 2.4 All references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted from time to time and references to any document or agreement shall be deemed to include references to such document or agreement as amended, modified, supplemented or novated from time to time.
- 2.5 Whenever the words "include", "includes", "including" or "among other things" are used in this RAO, they shall be deemed to be followed by the words "without limitation".
- 2.6 Unless the context clearly requires otherwise, "or" is not exclusive.
- 2.7 All references to "days" shall mean calendar days, unless otherwise indicated. References to a time of day shall mean such time in Kuala Lumpur, unless otherwise indicated.
- 2.8 A reference to "RM" is to Malaysian Ringgit.
- 2.9 A reference to a Party or any other Person includes a reference to its permitted transferees and assigns and to its successors.
- 2.10 The meaning assigned to each defined term shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined, each of its other grammatical forms shall have a corresponding meaning.
- 2.11 All accounting terms shall be construed in accordance with generally accepted accounting principles as applied and used in Malaysia.
- 2.12 In the event an ambiguity or question of intent or interpretation arises, this RAO shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this RAO.

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## PART B – General Clauses

### 1. PRINCIPLES OF ACCESS

- 1.1 Provision and usage of Infrastructure Sharing Services subject to Network Facilities Provider and Network Services Provider License (“**License**”).
- 1.2 The Infrastructure Sharing Services provided by the Access Provider shall at all times be subject to Infrastructure Sharing Services which the Access Provider is permitted to provide under its License and at law. Concurrently, the Infrastructure Sharing Services provided to the Access Seeker shall only be used in connection with an activity or activities in which the Access Seeker is authorised to provide under its License.
- 1.3 Principles of Non-Discrimination
  - 1.3.1 The Parties agree and acknowledge that the governing principle of this RAO is that the Parties are, in respect of the provision of Infrastructure Sharing Services, in an operator-to-operator relationship.
  - 1.3.2 Consistent with **Section 149(2)** of the Act, access to Infrastructure Sharing Services provided by an Access Provider to the Access Seeker shall be of at least the same or more favourable technical standard and quality as the technical standard and quality provided on the Access Provider’s Infrastructure Sharing Services on an equivalence of inputs basis.
  - 1.3.3 However, nothing in this RAO shall limit the Access Seeker’s ability to freely request and agree on access to the Access Provider’s Infrastructure Sharing Services that are either superior or inferior (in terms of technical standard and quality) to that which an Access Provider provides to itself or its related companies.

### 2. PARAMETERS OF THE RAO

- 2.1 The parameters of this RAO are, unless otherwise specified in this RAO, limited only to the provision of Infrastructure Sharing Services.

### 3. SCOPE AND TERM OF THE AGREEMENT AND SITE AGREEMENTS

- 3.1 **RAO.** This RAO sets forth the general terms and conditions governing the provision of Infrastructure Sharing Services by the Access Provider to the Access Seeker, the provision of which is made at the Access Seeker’s request and in accordance with this RAO.
- 3.2 **Site Agreements.** From time to time during the term of this RAO where the Access Seeker requires Infrastructure Sharing Services for or in respect of a particular Site or Sites, the Access Provider and the Access Seeker shall execute a Site Agreement in the form of **Appendix A** of this RAO (or in any other form to be mutually agreed by both Parties with respect to the relevant Site(s) for the provision of the said Infrastructure Sharing Services. All Site Agreements executed by the Access Provider and the Access Seeker shall adopt all the terms and conditions of this RAO.

- 3.3 **Content of Site Agreements.** Each Site Agreement shall identify the particular Site(s) and Site Space and set forth the specific terms for the lease of such Site(s) and the provision of Infrastructures Services the applicable charges thereto as stipulated in **Schedule 6**.
- 3.4 **Term of Access Agreement.** The term of the Access Agreement shall commence with effect from the Effective Date and, remain valid until terminated in accordance with the provisions of the Access Agreement. *5.14.1 and 5.14.2 of the MSA*
- 3.5 **Term of each Site Agreement.** Site Agreements created under this RAO shall be subject to the following: *5.14.1 and 5.14.2 of the MSA*
- 3.5.1 **Term.** The Term of each Site Agreement shall commence on the Site Agreement Start Date and shall continue for the Term, unless such Site Agreement is terminated earlier in accordance with the terms of this RAO or such Site Agreement.
- 3.5.2 **Renewal Term.** Unless the Access Seeker has notified the Access Provider in writing of its intent to terminate a Site Agreement with respect to such Site in accordance with the Non-Renewal Notice Period prior to the expiration of the Term, the Site Agreement shall be extended for a single successive Renewal Term.
- 3.5.3 **Lock-In Period.** During the Lock-In Period applicable for each Site, termination of the relevant Site Agreement will be subject to the liquidated damages for premature termination outlined in **Item 5 of Schedule 1**. For the avoidance of doubt, the Lock-in Period shall not apply to the Renewal Term.
- 3.6 **Site Space; Access; Cable Runs.** For the Term of each Site Agreement, the Access Provider hereby grants to the Access Seeker for each Site:-
- 3.6.1 an exclusive right to use the Site Space leased by the Access Seeker under such Site Agreement;
- 3.6.2 a non-exclusive right to Site access; and
- 3.6.3 a non-exclusive right to place any cable runs on the Telecommunication Infrastructure and Land (and if the Land is leased by the Access Provider, the property of the Landlord) at locations mutually agreed upon in writing by the Access Provider and the Access Seeker.
- 3.7 **Utilities.** For the Term of each Site Agreement, the Access Provider hereby grants to the Access Seeker for each Site a non-exclusive right to place any utilities on, or bring utilities across, the Land (and if the Land is leased by the Access Provider, the property of the Landlord). *6.8.12 of the MSA*
- 3.8 **Access Seeker's Wireless Business.** Subject to the terms of this RAO and the applicable Site Agreement for each Site, the Access Seeker may only use and install Authorized Equipment at a Site in connection with the Wireless Business of the Access Seeker or an Access Seeker Partner.

3.9 **Prioritization of Documents.** In the event of a conflict or inconsistency between the terms of this RAO and a Site Agreement for a Site, the terms of the applicable Site Agreement shall prevail with respect to that Site. In the event Parties have not executed any Site Agreement, the terms and conditions under this RAO and any other related documents shall prevail.

#### 4. PARTIES OBLIGATIONS/COVENANTS

4.1 **Access Seeker's Covenants.** For each Site, during the Term of each Site Agreement, the Access Seeker covenants that it shall:

4.1.1 obtain all relevant approvals (to the extent relating to the Access Seeker's Equipment and not to the Access Provider Equipment or the Site) that may be required;

4.1.2 comply with all applicable Laws for the installation, operation, replacement, modification, relocation and maintenance of the Access Seeker's Equipment installed at the Site and the Access Seeker's use of the Site; *5.16.12 of the MSA*

4.1.3 not interfere in any material respect with the maintenance of the Telecommunication Infrastructure by the Access Provider or its Representatives; *5.13.4 of the MSA*

4.1.4 keep the Access Seeker's Equipment installed at the Site in a good condition and state of repair (normal wear and tear excepted);

4.1.5 comply in all material respects with all applicable Laws governing the use of the Access Seeker's Equipment installed at the Site; *5.16.12 of the MSA*

4.1.6 to remove all of the Access Seeker's Equipment from such Sites and restore the exclusive portions of the applicable Site Space to their original condition (except with respect to any Upgrade performed at any Site), normal wear and tear excepted;

4.1.7 notify the Access Provider in writing within the Force Majeure Notice Period of it becoming aware of an event of Force Majeure which prevents it from complying with its obligations under this RAO, giving the reason for non-compliance and details of the event and obligation affected; in such case, the Access Seeker shall be entitled to be excused from performance of such affected obligation to the extent so effected under this RAO and the applicable Site Agreement, and the Access Provider shall be excused from performance of its reciprocal obligations for sixty (60) days from the date of the occurrence of that event of Force Majeure;

4.1.8 comply in all material respects with all tax or other Laws applicable to the Access Seeker with respect to any payments under this RAO; and *5.16.12 of the MSA*

4.1.9 except to the extent where a forecast has been confirmed in accordance with **Clause 1.10** of **Section D** above, provide the Access Provider with a non-binding indicative forecast of its requirements for additional Site Space from the Access Provider and (ii) at least once every six (6) calendar months, provide the Access Provider with a non-binding indicative forecast of its requirements for Special Structures. *5.6.4 of the MSA*

- 4.2 **Access Provider's Covenants.** For each Site, during the Term of each Site Agreement, the Access Provider covenants that it shall:
- 4.2.1 ensure the Access Seeker's use and enjoyment of the Site, including by imposing and enforcing restrictions on interference or damage by other Users of the Site at least as restrictive as the Access Seeker's covenants;
  - 4.2.2 comply with the Maintenance Service Obligations set forth in **Clause 22**; *5.12.1 of the MSA*
  - 4.2.3 maintain the Telecommunication Infrastructure, the Land and Access Provider Equipment in a safe and good working condition and cure any defects at a Site within seventy-two (72) hours of notification that a defect exists, or failing which, appoint a contractor at its own cost to remedy such defect as soon as practicable; *5.12.1 of the MSA*
  - 4.2.4 take no action which would adversely affect the Access Seeker's or any Access Seeker Partner's rights to use the Site and Site Space pursuant to this RAO and the applicable Site Agreement;
  - 4.2.5 comply with all applicable Laws of any Governmental Entity, and obtain and maintain all Permits, relating to the Site, the Telecommunication Infrastructure and the Land; *5.16.12 of the MSA*
  - 4.2.6 promptly notify the Access Seeker in writing of any event or action by the Access Provider or any third party that Access Provider knows, or should have known, would or could reasonably be expected to:
    - (a) cause any interference with the Access Seeker's Equipment installed at a Site,
    - (b) cause Downtime, or
    - (c) otherwise adversely affect the Access Seeker's or any Access Seeker Partner's use and enjoyment the Site, the Land and Site Space and the Access Seeker's other rights pursuant to this RAO and the applicable Site Agreement;
  - 4.2.7 not use, store, dispose, or release any Hazardous Substances on the Land in violation of any applicable Laws and ensure compliance by all other Users of this **Clause 4.2.7**; *5.16.12 of the MSA*
  - 4.2.8 with respect to a Site, provide and maintain at its own cost of fencing, lighting, temporary roadways and footways in each case that may be necessary for the accommodation and protection of the public and users of the Site, and owners of adjacent property; *6.8.12 of the MSA*
  - 4.2.9 subject to mutual agreement between the Access Seeker and the Access Provider, use reasonable best efforts to procure a sufficient supply of electricity for the Access Seeker at each Site; *6.8.12 of the MSA*
  - 4.2.10 assist the Access Seeker in obtaining any regulatory approvals necessary for the Access Seeker's use of the Site, including by providing any relevant documentation available to the Access Provider or in Access Provider's possession as well as any access to the Site;

- 4.2.11 not damage or adversely affect the Access Seeker's Equipment or damage or interfere with the Access Seeker's access to a Site or to utilities at any Site;
- 4.2.12 promptly deliver to the Access Seeker the Land Lease for each Site leased by the Access Seeker under this RAO and the Site Agreement, including upon any amendment, modification, renewal, extension or replacement, and attach such Land Lease to the applicable Site Agreement;
- 4.2.13 own valid title to, or lease under a valid lease, each Site for which a Site Agreement is executed, own valid title or valid interest in (including the full right to manage) the Telecommunication Infrastructures located at the Site, and maintain rights of access to the Site;
- 4.2.14 with respect to a Site, use reasonable efforts to extend the term of a Land Lease; or on or before the Land Lease Extension Period (Renewal Term) prior to the expiration of the Site Agreement for a Site in respect of which the Access Seeker has not delivered a termination notice, extend, whether by exercise of any option, renegotiation or otherwise, the term of the Land Lease for the Site so that it extends beyond the expiration date of the Renewal Term for the Site. Subject to the Access Seeker's termination rights under this RAO, in the event the Land Lease for the Site is set to terminate or expire during the term of the applicable Site Agreement, the Access Provider shall notify the Access Seeker in writing promptly, and in any event within the Land Lease Expiry Notice Period (unless the Access Provider first becomes aware of such termination after the Land Lease Expiry Notice Period, in which case written notice shall be provided promptly and in any event within three (3) days of the Access Provider so becoming aware);
- 4.2.15 (i) not knowingly engage in acts or omissions which could reasonably be expected to give rise to a breach of a Land Lease or cause a Landlord to seek termination of any Land Lease, (ii) not agree to any non-financial amendment of a Land Lease without the Access Seeker's prior written consent and provide the Access Seeker with a reasonable opportunity to negotiate directly with the Landlord (and cooperate with the Access Seeker in such negotiations) prior to the Access Provider agreeing to any financial amendment of a Land Lease which would require Access Seeker to pay the Access Seeker Rental Charges under this RAO, (iii) use all reasonable best efforts to renew any Land Lease which expires at a rental and on other terms as favorable as reasonably possible to the tenant and (iv) maintain each Land Lease, and not terminate any Land Lease prior to its expiry, without the Access Seeker's prior written consent;
- 4.2.16 with respect to any works to be conducted at a Site by third parties on behalf of the Access Provider, ensure that its obligations under this RAO, as far as they would pertain to such works if the Access Provider was performing them, are incorporated into subcontracts with such third parties, and the Access Provider shall be responsible to the Access Seeker for, and liable to the Access Seeker with respect to, all such works, and the compliance by such contractors and subcontractors with such obligations;
- 4.2.17 notify the Access Seeker in writing within the Force Majeure Notice Period of it becoming aware of an event of Force Majeure which prevents it from complying with its obligations

*5.9.1 of the MSA*

under this RAO, giving the reason for non-compliance and details of the event and obligation affected; in such case, the Access Provider shall be entitled to be excused from performance of such affected obligation to the extent so effected under this RAO and the applicable Site Agreement, the Access Provider and the Access Seeker shall be excused from performance of its reciprocal obligations, the Access Provider for sixty (60) days, from the date of the occurrence of the Force Majeure;

- 4.2.18 comply in all material respects with all tax or other Laws applicable to the Access Provider with respect to any payments under this RAO; *5.16.12 of the MSA*
- 4.2.19 comply and adhere to all relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and which are not inconsistent with the MSA Determination; *5.13.1 of the MSA*
- 4.2.20 take reasonable measures to ensure that access do not cause physical or technical harm to other Access Seeker's network, which measures shall be no less robust than the measures which the Access Provider takes in respect of new facilities or Equipment; *5.13.2 of the MSA*
- 4.2.21 comply with any applicable technical standard adopted by the Commission under Chapter 3 of Part VII of the Act; *5.13.3 of the MSA*
- 4.2.22 keep the Site compliant with the Required Uptime Level;
- 4.2.23 subject to mutual agreement between the Access Seeker and the Access Provider, provide an alternate power source or replacement generator in the event a generator set supplied to the Access Seeker by the Access Provider breaks down and is not repaired within four (4) hours. In the event the Access Provider does not comply with this Clause 4.2.23, Access Provider shall pay the Access Seeker RM200 per hour for each hour that Access Provider is not in compliance, up to a maximum of twelve (12) hours for each such breakdown at a Site, following which, the Access Seeker shall be entitled to procure an alternate power supply or generator set and the reasonable costs associated with such procurement shall be reimbursed on demand to the Access Seeker by the Access Provider; *6.8.12 of the MSA*
- 4.2.24 promptly notify the Access Seeker in writing in the event a new User leases space at any Site or if any User provides a notice of its intention to terminate its lease at any Site, and such notification shall set forth the amount, type and placement of Equipment being removed or space available as a result of the removal of Equipment by such User;
- 4.2.25 in the event:
  - (a) the Access Seeker leases new Site Space at any Site in accordance with this RAO; or
  - (b) leases site space from a third party and engages the Access Provider to provide Third Party Services and the reasonable market rates for such site space or services are lower than the rates specified in **Schedule 6**,

notwithstanding the rates specified in **Schedule 6**, use commercially reasonable efforts to lease such Site Space or provide such Third Party Services at such reasonable market rates;

4.2.26 ensure that all personnel deployed in the performance of work at a Site, including operation of any machinery, plant, tools and equipment, are fully trained, qualified, competent and properly certified in all environmental, safety, and health aspects and meet the requirements of any applicable Laws;

4.2.27 use all reasonable endeavours to augment in-building common antenna system to the extent required to enable the Access Seeker to access to such in-building common antenna system on request; and

*6.8.14 of the MSA*

4.2.28 ensure that all fixed telecommunications poles which comprise specified network facilities are maintained in a reasonable working condition, and on notice by Access Seeker, or upon otherwise becoming aware, that any fixed telecommunications pole is not in a reasonable working condition, perform such activities as required to rectify such non-compliance within forty (40) Business Days.

*6.8.16 of the MSA*

## **5. BILLING PROVISIONS**

5.1 **Payment.** During the Term of any Site Agreement, the Access Seeker shall, commencing from the Site Agreement Start Date and ending on the date on which a Site Agreement is terminated or expires, pay Infrastructure Sharing Service Fees, as may be applicable, in respect of such Site Agreement in accordance with **Schedule 6** and the other provisions of this RAO.

### **5.2 Change in Infrastructure Sharing Service Fees.**

5.2.1 In the event of a change in the Infrastructure Sharing Service Fees payable by the Access Seeker pursuant to this RAO, such changed Infrastructure Sharing Service Fees shall be effective on:

- (a) in the case of Loading Charges, if the Access Seeker installs, replaces or modifies Equipment beyond Standard Configuration, the day the Access Seeker receives the Access Provider's RFAI Notice, or if the Access Seeker removes Equipment on or from the Site Space, the day following the date of such removal;
- (b) in the case of the Access Seeker Taxes, the day that such taxes start to accrue or no longer accrue;
- (c) in the case of another User leasing Site Space, terminating the lease of Site Space on a Site or the expiry of such lease of Site Space, on the day after the date on which such User's lease becomes effective or terminated or expires, as applicable; and

- (d) in the case of a change in or the commencement of the Access Seeker Rental Charges, the day such changed or new Access Seeker Rental Charges accrue or no longer accrue.
- 5.2.2 In the event the Access Seeker Taxes or Access Seeker Rental Charges becomes payable by the Access Seeker in accordance with the formula set out in **Schedule 6**, Access Provider shall notify the Access Seeker giving notice of at least fourteen (14) days prior to the accrual of such charges. If the Access Seeker does not object to the amount or validity of such charges within the Fee Disagreement Notice Period, the Access Seeker shall be deemed to accept that such Access Seeker Taxes or Access Seeker Rental Charges are valid.
- 5.2.3 **Billing Dispute.** In the event of a disagreement within the Fee Disagreement Notice Period regarding the Infrastructure Sharing Service Fee, the Access Provider shall allow an Access Seeker to dispute any amount in an Invoice if the Access Seeker notifies the Access Provider within thirty (30) Business Days after the date of receipt of such Invoice, provided that, in any case specified above, the Access Seeker's notification specifies the information referred to in **Clause 5.2.4**. *5.11.12 of the MSA*
- 5.2.4 The Access Provider may require an Access Seeker to provide the following information when disputing any amount in an Invoice: *5.11.13 of the MSA*
- (a) the reasons for which the Invoice is disputed;
  - (b) the amount in dispute;
  - (c) details required to identify the relevant Invoice and charges in dispute including:
    - (i) the account number;
    - (ii) the Invoice reference number;
    - (iii) the Invoice date;
    - (iv) the invoice amount; and
    - (v) billing verification information.
- 5.2.5 In the event of a disagreement regarding the Infrastructure Sharing Service Fees, such fees or charges shall accrue in accordance with the Access Provider's invoice or notice (provided that such invoice or notice has been provided in good faith), provided that if the relevant fee or charge is either agreed or finally determined to have been improperly accrued, the Access Provider shall promptly refund any amounts paid by the Access Seeker in respect of such improperly accrued fees or charges either in cash or by providing the Access Seeker with an RM for RM credit against the Infrastructure Sharing Service Fees payable hereunder. *5.11.10 of the MSA*

- 5.2.6 An Access Provider shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:
- (a) the Access Seeker notifies the Access Provider within fifteen (15) Business Days from the date of receipt of the Invoice of such dispute (unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement); and
  - (b) the Access Seeker's notification specifies the information referred to in Paragraph 6.4 of **Schedule 7** of this RAO.
- 5.3 **Invoicing; Due Date.** The Access Provider shall use its best endeavours to provide the Access Seeker with an initial Invoice in accordance with **Clause 5.4** below for the first year of Infrastructure Sharing Service Fees payable for each Site, and from the second year onwards, a monthly Invoice of Infrastructure Sharing Service Fees payable for each Site with respect to each calendar month during the first seven (7) Business Days of each calendar month, based on the Equipment configuration on each Telecommunication Infrastructure as of the first day of such calendar month, and such Infrastructure Sharing Service Fees shall be payable within the Invoice Due Date. Each invoice shall cover the Invoice Period and be in the currency set out in **Item 17 (b) of Schedule 1**. The Invoice shall also include, if applicable:
- 5.11.1, 5.11.3, 5.11.8 and 6.8.6 of the MSA*
- 5.3.1 any adjustments with respect to the prior month Invoice as a result of changes in the configuration of Equipment, the number of Users at a Site or other charges permitted under this RAO at a Site; *5.11.6 of the MSA*
  - 5.3.2 any adjustment required with respect to the Access Seeker Utility Charges in accordance with **Item 5 of Schedule 6**;
  - 5.3.3 any adjustment required in accordance with this Clause for an Invoice containing an error in relation to the Infrastructure Sharing Service Fees; and
  - 5.3.4 such information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in the Invoice. *5.11.4 of the MSA*
- 5.4 **Initial Invoice and Payment.** With respect to the initial or first payment of the Infrastructure Sharing Service Fees for any Site, the Access Provider shall provide the Access Seeker with an Invoice on the Site Agreement Start Date for the pro rata Infrastructure Sharing Service Fees payable with respect to the Initial Billing Period. The Access Seeker shall pay such Infrastructure Sharing Service Fees within the Invoice Due Date. The Invoice shall provide a detailed list of the Infrastructure Sharing Service Fees and shall be in a form acceptable to each Party.
- 5.5 **Invoicing Error.** An Access Provider shall allow an Access Seeker to dispute any amount in an Invoice if in case of any other facilities and/or services, the Access Seeker notifies the Access Provider within thirty (30) Business Days after the date of receipt of such Invoice, provided that, in any case specified above, the Access Seeker's notification specifies the information referred to in **Paragraph 6.4 of Schedule 7** of this RAO. *5.11.12 of the MSA*
- 5.11.13 of the MSA*
- 5.6 **Late Payment.** Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with **Clause 5.2.3**, the Access Provider may charge interest on any amount *5.11.15 of the MSA*

outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Access Provider. The interest that may be charged by the Access Provider shall be at the rate of two percent (2%) per annum above Malayan Banking Berhad's base rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's base rate calculated from the due date until the date of receipt by the Access Provider of full payment. For clarification, the Access Provider shall not charge interest on an amount which is disputed by an Access Seeker in good faith.

- 5.7 **Backbilling.** In the event the Access Provider after issuing an Invoice to the Access Seeker in accordance with **Clause 5**, discovers that such Invoice does not include certain Infrastructure Sharing Service Fees properly accrued under this RAO during such period, the Access Provider shall still be entitled to charge such fees to the Access Seeker in accordance with **subsection 5.11.16** of the MSA Determination. Further, unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, the Access Provider may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for charges which have previously not been invoiced provided that the Access Provider is able to substantiate the charges to the Access Seeker and such inclusion, amendment or issuance is made within three (3) months from the end of the Billing Cycle in which the calls were made or in which other facilities and/or services were provided. *5.11.16 of the MSA*
- 5.8 **Summary of Billings.** The Access Seeker may from time to time request in writing that the Access Provider provide an aggregate summary of all prior invoices with monthly breakdown provided by the Access Provider to the Access Seeker in accordance with **subsection 5.11.6** of the MSA Determination. *5.11.6 of the MSA*
- 5.9 **Goods and Services ("GST") Taxes.** Where any service tax, goods and services tax (GST) or similar taxes payable in the future under the applicable laws in Malaysia or consumption-based tax is applicable on any goods or services supplied under this RAO, the Access Seeker shall pay for the taxes so charged under each invoice.
- 5.10 **No Other Fees, Costs or Expenses.** No fees, costs or expenses, including any pass through costs or expenses, shall be payable by the Access Seeker to the Access Provider under this RAO other than Infrastructure Sharing Service Fees, or as agreed in writing in any Site Agreement.
- 5.11 **Mode of Transfer.** The Access Provider shall allow an Access Seeker to pay an Invoice by bank cheque or electronic funds transfer directly to an account nominated by the Access Provider. *5.11.9 of the MSA*
- 5.12 **Billing Dispute.** The Parties agree to resolve any disputes regarding the Access Provider's invoices in accordance with the Dispute Resolution Procedures set out in this RAO. *5.11.14 of the MSA*
- 5.13 **Provisional billing.** Where an Access Provider is unable to issue an Invoice within one (1) month after the end of the Invoice Period, it may issue an Invoice to the Access Seeker for a provisional amount, based on the last Invoice ("**Provisional Invoice**"). In such circumstances, the Access Provider may invoice the Access Seeker for a provisional amount for a period of not more than three (3) successive Invoice Periods, provided that the total provisional amount is no more than *5.11.17 of the MSA*

the average of the three (3) most recent Invoices. Where there have not been three (3) past Invoices for access to the relevant Infrastructure Sharing Services, the Access Provider may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.

- 5.14 **Adjustment Period.** Where a Provisional Invoice is issued by the Access Provider, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("**Adjustment Period**"), the Access Provider must issue an Invoice for the actual amount due for access to the relevant Infrastructure Sharing Service. If that Invoice for the actual amount is not issued within the Adjustment Period, the Access Seeker shall treat the provisional amount as the actual amount. If the actual amount for a particular Invoice Period is higher than the provisional amount for the Invoice Period, then the Access Seeker will pay in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Provider. If the actual amount for a particular Invoice Period is lower than the provisional amount for the Invoice Period, then the Access Provider will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker. 5.11.18 of the MSA

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 **Intellectual Property.** Each Party shall licence to the other Party under the RAO or an Access Agreement on a royalty-free basis, all intellectual property rights necessary for the ongoing operation of the RAO and the inter-operability of the Access Seekers' networks, subject to any relevant third party licences. The term of the licence must be consistent with the term of the relevant Access Agreement or the RAO. 5.16.6 of the MSA

## 7. CONFIDENTIALITY OBLIGATIONS

- 7.1 **Confidential Information.** The Access Provider and the Access Seeker agree that, the party receiving any Confidential Information (the "**Receiving Party**") shall keep in confidence and shall not disclose to any person or entity any of the Confidential Information disclosed by the party disclosing such Confidential Information (the "**Disclosing Party**"), except as otherwise agreed between by both Parties.

## 8. REPRESENTATION AND WARRANTY

- 8.1 **Representations and Warranties.** As of the Effective Date and each Site Agreement Start Date, each Party represents and warrants to the other Party that:
- 8.1.1 it is duly established under the Laws of its jurisdiction of incorporation with the corporate power and authority to execute and perform its obligations under this RAO and any Site Agreement;
  - 8.1.2 its representatives who have signed this RAO or any Site Agreement are duly authorized and have the full corporate capacity to execute this RAO or any Site Agreement on behalf of and bind such Party;
  - 8.1.3 this RAO has been duly authorized and executed by such Party and constitutes its valid and legally binding obligation, enforceable in accordance with the terms, subject to the

extent to which enforceability of an obligation may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by principles of equity regarding the availability of remedies;

- 8.1.4 the terms and conditions of this RAO or any such Site Agreement do not contravene or constitute a breach of any of its obligations under any other agreement, licence, Permit or authorization to which it is a Party, or under any applicable Law;
- 8.1.5 the Equipment are and will be installed, maintained and operated in accordance with appropriate health and safety guidelines and standards; and
- 8.1.6 the Access Seeker and the Access Provider shall have observed their respective covenants as stipulated in this RAO.

## 9. LIMITATION OF LIABILITY; DEFAULT AND INDEMNITY

- 9.1 **Limitation of Liability.** Notwithstanding anything to the contrary herein, neither Party shall be responsible for any losses or damages that are solely the result of an event of Force Majeure.
- 9.2 **Disclaimer of Warranties.** Except as expressly set forth herein, each Party hereby disclaims all warranties implied, statutory or otherwise with respect to the subject matter of this RAO or any Site Agreement.
- 9.3 **Access Seeker's Default.** In the event of any breach or default by the Access Seeker under this RAO or any Site Agreement, the Access Provider shall be entitled to any remedies that are available to it, whether provided by law, equity, statute, in this RAO, provided that the Access Provider shall not be permitted to terminate this RAO or any Site Agreement unless such termination by the Access Provider is specifically permitted under this RAO.
- 9.4 **Access Provider's Default.** In the event of any breach or default by the Access Provider under this RAO, any Site Agreement, any RFAI Notice, the Access Seeker shall be entitled to any remedies that are available to it, whether provided by law, equity, statute, in this RAO, provided that the Access Seeker shall not be permitted to terminate this RAO or any Site Agreement unless such termination by the Access Seeker is specifically permitted or provided under this RAO.
- 9.5 **Indemnification by the Access Seeker.** The Access Seeker agrees to indemnify and hold harmless the Access Provider and its Affiliates, and their Representatives (each, an "**Access Provider Indemnified Person**"), from any and all Claims, for Losses arising out of:
  - 9.5.1 any negligence, wilful misconduct, fraud or unlawful act caused by the Access Seeker, the Access Seeker Partners or the Access Seeker's Representatives in connection with this RAO and/or on or about the Site;
  - 9.5.2 any breach by the Access Seeker, the Access Seeker's Representatives or the Access Seeker Partners of or inaccuracy in the Access Seeker's representations and warranties contained in or made by or pursuant to this RAO or a Site Agreement; or

- 9.5.3 any breach by the Access Seeker of any covenants contained in this RAO.
- 9.6 The obligation of the Access Seeker to indemnify and hold harmless each Access Provider Indemnified Person shall with respect to **Clause 9.5.1** above terminate on the second anniversary of the expiration or termination of the Site Agreement relating to such Site and with respect to **Clause 9.5.2** above terminate on the second anniversary of the expiration or termination of this RAO or relevant Site Agreement, as the case may be, unless in each case the Access Seeker has received written notice of a Claim setting forth in reasonable detail the basis of such Claim from an Access Provider Indemnified Person prior to such date.
- 9.7 **Indemnification by Access Provider.** The Access Provider agrees to indemnify and hold harmless the Access Seeker, the Access Seeker Partners and the Access Seeker's Representatives (each an "**Access Seeker Indemnified Person**"), from any and all Claims, for Losses arising out of:
- 9.7.1 any negligence or willful misconduct, fraud or illegal act of the Access Provider and its Affiliates and their respective Representatives (including any other User or its Affiliates or Representatives) in connection with this RAO and/or on or about the Site;
- 9.7.2 any breach by the Access Provider or its Affiliates of or inaccuracy in its representations and warranties contained in or made by or pursuant to this RAO, any Site Agreement, any Ready for Inspection Notice or any RFAI Notice;
- 9.7.3 any breach by the Access Provider of any covenants contained in this RAO; or
- 9.7.4 the Access Seeker's exercise of its rights under **Clause 20.3**.
- 9.8 The obligation of the Access Provider to indemnify and hold harmless each Access Seeker Indemnified Person as set forth in this **Clause 9** shall terminate on the second anniversary of the expiration or termination of this RAO, unless the Access Provider has received written notice of a Claim setting forth in reasonable detail the basis of such Claim from an Access Seeker Indemnified Person prior to such date.

## 10. INSURANCE

10.1 **Insurance.** At all times during the term of any Site Agreement:

10.1.1 **Access Seeker's Insurance.** The Access Provider shall ensure that any insurance that it requires an Access Seeker to have in place extends no further than the reasonable insurable interest that the circumstances require and shall not be permitted to require:

*5.3.10 of the MSA*

- (a) insurance beyond that necessary for worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into;
- (b) comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) for anyone claim or series of claims arising out of an

accident or occurrence in connection with the Access Agreement that may be entered into; and

- (c) the Access Seeker to specifically list the Access Provider's name as the beneficiary.

10.1.2 **Access Provider's Insurance.** The Access Provider shall maintain property insurance and comprehensive general liability insurance covering the Sites under this RAO with insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary for the business in which it is engaged in Malaysia.

10.2 **Notification and Cancellation.** Notification of changes in any insurance coverage of either Party relevant to the operation, use and maintenance of the Telecommunication Infrastructures, or Sites or Equipment thereon, shall be submitted promptly to the other Party. No policy may be cancellable or subject to reduction of coverage except after prior written notice of at least the Insurance Cancellation Notice Period to the Access Provider or the Access Seeker, as the case may be.

10.3 **Third Parties.** The Access Seeker and the Access Provider shall require their respective contractors and subcontractors to carry workers' compensation insurance for worker's compensation and adequate liability insurance with insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary for the businesses in which they are respectively engaged in Malaysia.

10.4 **Risk of Loss.** Except to the extent provided hereunder (including under any indemnification obligation of a Party), each Party shall bear the risk of loss of, or damage to, its respective property during the term of each Site Agreement.

10.5 **Insurance Certificates.** Each Party shall, upon request, promptly provide the other Party with insurance certificates evidencing that the insurance required under **Clause 10.1** is in full force and effect, including, without limitation, workers' compensation insurance and liability insurance required of such Party's contractors and sub-contractors.

10.6 **Removal of Authorized Equipment.** Each Party's obligation to provide the insurance coverage set forth in **Clause 10.1** shall survive the expiration or termination of the Site Agreement with respect to a Site until the Authorized Equipment is removed from such Site.

## 11. TERMINATION OF AGREEMENT AND SITE AGREEMENT

11.1 **Termination Events.** The Access Agreement may only be terminated in whole or in part by a Party in accordance with **subsection 5.14.3** and **5.14.4** of the MSA Determination. *5.14.3 of the MSA*

11.2 **Effect of Termination.** Upon termination of the Access Agreement by either Party in accordance with the foregoing provisions, all existing Site Agreements, if any, under this RAO shall automatically terminate, and such termination shall be subject to this **Clause 11.2**, whereupon:

- 11.2.1 any sums payable by the Access Seeker prior to the date of termination of the Access Agreement paid in advance with respect to any period after termination shall be refunded to the Access Seeker within the Refund Period; 5.14.9 of the MSA
- 11.2.2 termination of the Access Agreement shall not act as a waiver of any liabilities or obligations by either Party which have accrued at or prior to the date of termination; and
- 11.2.3 the Access Seeker shall immediately remove all of the Access Seeker's Equipment from all Sites and restore the exclusive portions of the applicable Site Space to their original condition existing as at the date of execution of RFAI Notice by the Access Seeker (except with respect to any Upgrade performed at any Site), normal wear and tear excepted. Notwithstanding the foregoing, the Access Seeker shall not be required to remove any concrete pads upon which the Access Seeker's Equipment, shelters, cabins or cabinets may have been located upon the expiration or termination of any Site Agreement.
- 11.3 **Post-Termination Fees:** An Access Provider shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Facilities and/or Services provided under it except:
- 11.3.1 charges invoiced in arrears and not yet paid; or
- 11.3.2 charges arising during an applicable minimum contractual period (as described in **subsection 5.14.2** of the MSA Determination) provided that:
- (a) such charges must be reduced to reflect any cost savings to the Access Provider from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
- (b) the Access Provider must use reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings under **Clause 11.3.2(a)** above.
- 11.4 **Guarantees:** Notwithstanding the obligation under **subsection 5.14.9** of the MSA Determination, the Access Provider shall immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to the Access Provider as at the date of termination.
- 11.5 **Termination of Site Agreement by the Access Seeker.** Notwithstanding anything to the contrary in this RAO, the Access Seeker shall be entitled to terminate the applicable Site Agreement with respect to any Site at any time after the relevant Site Agreement Start Date:
- 11.5.1 upon a material breach by the Access Provider of the terms of the Access Agreement (as applicable to such Site) or the applicable Site Agreement, which material breach shall not have been remedied by the Access Provider within the Material Breach Remedy Period after receiving notice from the Access Seeker requiring the Access Provider to remedy such material breach;

- 11.5.2 immediately upon written notice to the Access Provider in the event the Access Provider materially fails to comply with any applicable Laws of any Governmental Entity in respect of the particular Site, or obtain any Permit, relating to the Site, the Telecommunication Infrastructure or the Land in any material respect;
  - 11.5.3 immediately upon written notice to the Access Provider in the event a Site is not ready within sixty (60) days of the end of the Site Readiness Period or a defect discovered during the Site Inspection Period at a Site is not cured within sixty (60) days of the discovery of such defect;
  - 11.5.4 immediately upon written notice to the Access Provider in the event of a period of Downtime exceeding the Downtime Termination Period;
  - 11.5.5 immediately upon written notice to the Access Provider upon an event of Force Majeure that has caused or is reasonably expected to cause either Party to be excused from performance of the affected obligations under a Site Agreement for more than the Force Majeure Termination Period;
  - 11.5.6 immediately upon written notice to the Access Provider in the event the Access Seeker is unable to resolve or eliminate interference, to the reasonable satisfaction of the Access Provider, within thirty (30) days of receiving an Access Seeker Interference Determination;
  - 11.5.7 with respect to a Discretionary Terminated Site, immediately upon the Site Agreement Start Date of the Site Agreement for a Discretionary Replacement Site;
  - 11.5.8 immediately on the date specified in a written notice of termination to the Access Provider being a date which is at least twelve (12) years after the Site Agreement Start Date (such twelve (12) year period, the “**Lock-in Period**”) for any Site Agreement, if a written notice of termination specifying such date has been submitted to the Access Provider at least three (3) months prior to such specified date of termination;
  - 11.5.9 immediately upon thirty (30) days written notice to the Access Provider in the event of termination of an Exceptional Site;
  - 11.5.10 immediately upon written notice to the Access Provider in the event all or part of a Site is or is required to be dismantled, taken or condemned by any Governmental Entity; or
  - 11.5.11 upon written notice on the occurrence of an Insolvency Event with respect to the Access Provider.
- 11.6 **Termination of Site Agreement Due To Other Reasons.** If the Access Seeker terminates any Site Agreement prior to the end of the Lock in Period for such Site Agreement, for any reason other than in accordance with the provisions of **Clause 11.1** or **11.3**, the Access Seeker shall choose to either:
- 11.6.1 continue to pay the applicable Service Fees as if the Site Agreement had not been terminated until the end of the Lock-in Period; or

- 11.6.2 pay liquidated damages to the Access Provider in accordance with the formula stipulated in **Item 5 of Schedule 1**.
- 11.7 For the avoidance of doubt, in the event the Access Seeker terminates any Site Agreement due to the reason of Mandatory Relocation prior to the end of the Lock-in Period for such Site Agreement, no penalty shall be imposed on the Access Seeker.
- 11.8 **Mandatory Relocation.** In the event (i) the Access Seeker elects to terminate a Site Agreement pursuant to **Clause 11.1**, (ii) the expiration or termination (in each case, without renewal) of the Land Lease for a Site; or (iii) the Access Provider elects to terminate a Site Agreement in accordance with **Clauses 11.13.2, 11.13.3, 11.13.4 or 11.13.5** (any such event, a “**Mandatory Relocation Event**”), then Access Seeker shall have the right, in its sole discretion, to deliver a Mandatory Relocation Request to the Access Provider , and relocate its Equipment to a Mandatory Replacement Site. Such relocation shall be carried out in accordance with the procedures and at the relevant Party's Transfer Cost, as set forth in **Clause 17.4.8**.
- 11.9 A Mandatory Relocation Request shall:
- 11.9.1 identify the Site Agreement to be terminated;
  - 11.9.2 identify the city, area or region and approximate latitude and longitude where the Access Seeker desires to relocate the relevant Access Seeker’s Equipment; and
  - 11.9.3 state the Mandatory Relocation Event giving rise to such relocation.
- 11.10 **Discretionary Relocation.** The Access Seeker agrees that any Discretionary Relocation Request shall:
- 11.10.1 identify the Site Agreement to be terminated;
  - 11.10.2 identify the city, area or region and approximate latitude and longitude where the Access Seeker desires to relocate the relevant Equipment;
  - 11.10.3 state the Access Seeker's reason for relocation; and
  - 11.10.4 be delivered at least sixty (60) days prior to the proposed termination date for the relevant Site Agreement.
- 11.11 If the Access Seeker accepts the terms and conditions (if any) for such Discretionary Relocation Request, the procedures under **Clause 17.4** shall apply.
- 11.12 **Release Upon Termination by the Access Seeker.** Upon any termination of a Site Agreement by the Access Seeker pursuant to this RAO, the Parties shall be released from all duties, obligations, liabilities and responsibilities under the relevant Site Agreement with respect to such Site, except for:
- 11.12.1 any indemnity obligations, including environmental indemnity and Tax obligations;

- 11.12.2 the Access Provider's obligation to refund pro rata the unearned portion of Service Fees received from the Access Seeker in respect of such Site;
  - 11.12.3 the Access Provider's responsibility for Losses that are incurred by the Access Seeker Indemnified Persons, if applicable; and
  - 11.12.4 the Access Provider's obligation to bear Transfer Costs in accordance with **Clause 17.4.8**.
- 11.13 **Termination by Access Provider.** The Access Provider shall be entitled to terminate the applicable Site Agreement with respect to any Site after the relevant Site Agreement Start Date: *5.14.3 of the MSA*
- 11.13.1 upon a material breach by the Access Seeker of the terms of this RAO (as applicable to such Site) or the applicable Site Agreement other than non-payment of the Service Fees, and such, which material breach have not been remedied by the Access Seeker within the Material Breach Remedy Period specified in **Item 14(a) of Schedule 1** after receiving notice from Access Provider requiring the Access Seeker to remedy such material breach;
  - 11.13.2 immediately upon written notice by Access Provider in the event the Access Seeker is unable to resolve or eliminate interference in **Clause 22**, to the reasonable satisfaction of the Access Provider, within the Interference Termination Period specified in **Item 14(e) of Schedule 1** after receiving an Access Seeker Interference Determination;
  - 11.13.3 immediately upon written notice to the Access Seeker if all or part of a Site is or is required to be dismantled, taken or condemned by any Governmental Entity;
  - 11.13.4 immediately upon written notice to the Access Seeker upon an event of Force Majeure that will reasonably cause either Party to be excused from performance of the affected obligations under a Site Agreement for more than the Force Majeure Termination Period ;
  - 11.13.5 where the Access Provider's right to occupy the Land for such Site is terminated at any time following execution of a Site Agreement;
  - 11.13.6 upon written notice on the occurrence of an Insolvency Event with respect to the Access Seeker; or
  - 11.13.7 immediately on the date specified in a written notice of termination to the Access Seeker being a date which is after the end of the Lock-in Period for any Site Agreement, if a written notice of termination specifying such date has been submitted to the Access Seeker at least six (6) months prior to such specified date of termination.
- The Access Provider shall forward to the Commission a copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker. *5.14.3 (a) of the MSA*
- 11.14 **Suspension.** Subject to **Clause 11.15**, the Access Provider may only suspend access to any Infrastructure Sharing Services, in whole or in part, in the following circumstances: *5.14.5 of the MSA*
- 11.14.1 the Access Seeker's facilities materially and adversely affect the normal operation of the Access Provider's facilities, or are a material threat to any person's safety;

- 11.14.2 the Access Seeker's facilities or the supply of services pose an imminent threat to life or property of the Access Provider, its employees or contractors;
- 11.14.3 the Access Seeker's facilities cause material, physical or technical harm to any facilities of the Access Provider or any other person;
- 11.14.4 where the Access Seeker has failed to pay Invoices in accordance with **Clause 5** and has failed to rectify such non-compliance within thirty (30) days of receiving notice from the Access Provider (and subject to any right that the Access Seeker has under **Clause 5** to dispute any amount in an Invoice);
- 11.14.5 where the Access Seeker has failed to provide the new security amount as required under this RAO;
- 11.14.6 where Force Majeure applies; or
- 11.14.7 the Access Seeker breaches any laws, regulations, rules or standards which has a material and adverse effect on the Access Provider or the provision by the Access Provider of Infrastructure Sharing Services under this RAO.

For the purposes of this **Clause 11.14**, an Access Provider must provide the Access Seeker with five (5) Business Days' notice, including reasons, prior to suspending access to any facilities and/or services. The Access Provider shall forward to the Commission a copy of the notice of suspension at the same time as providing the notice of suspension to the Access Seeker. For clarification, a notice to be given under this **Clause 11.14** is in addition to the notice required under **Clause 11.15** below.

*5.14.5 of the MSA*

- 11.15 **Approval.** Prior to terminating, suspending or seeking to materially vary this RAO or any Site Agreement and Infrastructure Sharing Services provided under it, the Access Provider must first inform the Commission in writing of the action the Access Provider proposes to take and the reasons why it considers such action is appropriate. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension or material variation. The Access Provider:

*5.14.6 of the MSA*

- 11.15.1 shall only give effect to the proposed termination, suspension or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any). The Commission will endeavour to respond to the Access Provider's notice within ten (10) Business Days or such other period that the Commission considers is reasonable;
- 11.15.2 must not give effect to the proposed termination, suspension or material variation unless the Access Provider has received written consent from the Commission to such termination, suspension or material variation; and
- 11.15.3 shall take all steps practicable to minimise disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to facilities and/or services provided under it.

11.16 **Release Upon Termination by Access Provider.** Upon a termination by the Access Provider pursuant to **Clause 11.13**, the applicable Site Agreement shall automatically terminate and be of no further force and effect, and the Parties shall be released from all duties, obligations, liabilities and responsibilities under the Site Agreement with respect to such Site except for:

11.16.1 any indemnity obligations, including environmental indemnity and Tax obligations;

11.16.2 the Access Provider's obligation to refund pro rata the unearned portion of Service Fees received from the Access Seeker in respect of such Site;

11.16.3 the Access Seeker's responsibility for Losses that are incurred by the Access Provider or any party as may be indemnified by the Access Provider against any loss or damage caused by the Access Seeker or the Access Seeker partners, if applicable; and

11.16.4 the Access Provider's obligation to bear Transfer Costs, if any, in accordance with **Clause 17.4.8**.

## 12. GENERAL DISPUTE RESOLUTION PROCEDURE AND BILLING DISPUTE RESOLUTION

12.1 **Dispute Resolution.** In the event of the following “Disputes”:

12.1.1 any dispute, controversy or claim arising out of or in connection with this RAO or any Site Agreement including the existence, interpretation, performance, termination or validity thereof or any dispute regarding non-contractual obligations arising out of or relating to it; or

12.1.2 any change in law rendering the continued operation of an Access Agreement or access to any Network, Facilities and/or Services provided under an Access Agreement to be unlawful, and the parties are unable to agree on the relevant changes to be made to the terms and conditions within five (5) Business Days of becoming aware of the said change in law,

*5.14.4 and 5.16.4 of the MSA*

the Access Seeker and the Access Provider agree to comply with the Dispute Resolution Procedures as set out in **Schedule 7**.

## 13. DISPOSITION; ASSIGNMENT; DESIGNATION

13.1 **Sale of Sites.** Subject to the other provisions of this RAO, the Access Provider may from time to time sell, transfer or otherwise dispose of any Site subject to a Site Agreement to any Person.

13.2 **Assignment by Access Provider.** Either party shall be entitled to assign, transfer or novate any of their rights, obligations and interest under the RAO to its respective Affiliates with due written notice to the other Party, but shall not be entitled to do so to any other person, entity or non-Affiliate without the prior written consent of the other Party.

*5.16.9 of the MSA*

13.3 **Joinder.** The Access Provider may only enter into a binding agreement for the sale, disposition or other transfer of a Site (other than to the Access Seeker) if, on or prior to the date of such sale,

disposition, or transfer, the purchaser agrees to enter into a joinder agreement with the Access Seeker (in form and substance reasonably satisfactory to the Access Seeker) under which such purchaser will agree to be bound by this RAO as it applies to and with respect to the Site relating to that Site and the Site Agreement for such Site, as if it were "Access Provider" hereunder, provided further that the Access Provider shall at all times remain liable for such purchaser's obligation under this RAO and the relevant Site Agreement.

**13.4 Designation and Assignment by the Access Seeker.**

13.4.1 The Access Seeker shall have the right to designate any of its Affiliates to be lessee under any Site Agreement hereunder without the Access Provider's prior consent, provided that the Access Seeker remains liable for such Affiliates' obligations under this RAO and the relevant Site Agreement. *5.16.9 of the MSA*

13.4.2 The Access Seeker shall have the right to assign its rights, obligation and interest under this RAO and any Site Agreement upon thirty (30) days prior notice of any such assignment:

(e) to any of its Affiliates, without the Access Provider's prior consent, provided that the Access Seeker remains liable for such Affiliates' obligations under this RAO and the relevant Site Agreement; or

(f) to any Person that is not an Affiliate of the Access Seeker with the written consent of the Access Provider. Other than in accordance with the terms of this RAO, the Access Seeker shall not sublet its Site Space at any Site under this RAO.

13.5 **Other.** A merger, consolidation or other organizational restructuring combination shall be deemed to be an assignment and transfer.

**14. AUDIT**

14.1 **General Compliance Review.** The Parties agree to comply with any assessment by the Commission for compliance with the MSA Determination may occur: *5.16.4 of the MSA*

14.1.1 by formally requesting information from persons identified in **subsection 4.1.1** of the MSA Determination; or

14.1.2 by auditing persons identified in **subsection 3.2.1** of the MSA Determination for compliance from time to time.

**15. MISCELLANEOUS**

15.1 **Temporary Communications Facility.** The Parties shall discuss and mutually agree upon a plan for the commissioning, maintenance and deployment of Cell(s) on Wheels and other temporary communications facilities that may be potentially required by the Access Seeker over the course of the Term. The plan for maintenance and the corresponding terms and conditions, including the time required for deployment of Cell(s) on Wheels and other temporary communications facilities shall be decided by the Parties. Notwithstanding that the Access Seeker may only use Cell on

Wheels or other temporary communications facility for certain periods throughout the year, the Access Seeker shall be obligated to pay Infrastructure Sharing Service Fees in accordance with the Schedule of Fees with respect to such Cell on Wheels for each month during the calendar year.

- 15.2 **Equal representatives:** Each Operator must appoint an equal number of representatives to an Interconnect Steering Group (and such other working groups as may be agreed upon) to manage the smooth and timely implementation of the terms and conditions of Access Agreements or Dispute Resolution Procedures, as applicable.
- 15.3 **Set-Off.** Without prejudice and in addition to any right of set-off, combination of accounts, any mortgage, pledge, hypothecation, lien or other security interest which has the same or a similar effect to the granting of security (“**Encumbrance**”) or other right to which the Access Seeker is at any time otherwise entitled (whether by operation of Law, contract or otherwise), the Access Seeker shall have the right and be entitled to set-off any cash payment due from the Access Provider to the Access Seeker under any Transaction Document against any cash payment due from the Access Seeker to the Access Provider under this RAO or any Site Agreement. *5.11.10 of the MSA*
- 15.4 **Entire Agreement.** This RAO, including all Schedules and Exhibits, constitute the entire agreement between the Access Provider and the Access Seeker with respect to the subject matter. Each party confirms that in entering into this RAO it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this RAO.
- 15.5 **Governing Law.** This RAO and its performance shall be governed, interpreted, construed and regulated by the Laws of Malaysia. *5.6.12 of the MSA*
- 15.6 **Notice.** All notices, demands and other communications required or permitted to be given or made hereunder shall be deemed received by a party if transmitted by hand or email addressed to the intended recipient thereof at such address as may be notified and at such form or manner as may be mutually agreed by the Parties.
- 15.7 **Binding Effect.** This RAO shall only be binding on both Parties when duly executed and delivered to each Party, and shall from thereon constitute, a legal, valid and binding obligation of both Parties, enforceable against each Party that is party thereto in accordance with its terms.
- 15.8 **Execution of the RAO.** This RAO and each Site Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one agreement and shall become effective when counterparts have been signed by the authorized person(s) of each Party and delivered to the other Party.
- 15.9 **Severability.** In the event any one or more of the provisions contained in this RAO, or the application in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the Parties shall negotiate in good faith with a view to the substitution of a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid provision; provided, that the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not be in any way impaired, it being intended that all of the rights and privileges of the Parties shall be enforceable to the fullest extent permitted by Law.

- 15.10 **Expenses.** Each Party shall bear its own costs and expenses including legal costs and expenses and the costs of any other third party professionals engaged by it in connection with the negotiation, execution and completion of this RAO and any Site Agreement. *5.16.11 of the MSA*
- 15.11 **Access Seeker Taxes.** In the event as a result of changes in Law, additional or higher Taxes become payable with respect to a Site Agreement for a Site, the Access Seeker and the Access Provider agree to discuss such changes to determine whether or not to amend the definition of "Access Seeker Taxes" to take account of such change, provided that no party shall be obligated to agree to any change as a result of this Clause.
- 15.12 **No Partnership.** Nothing in this RAO makes a Party a partner, fiduciary, agent or joint representative of any Party.
- 15.13 **Denial of Authority.** Except as expressly provided in this RAO, no Party has any power of authority and no Party may enter into any agreement or incur any obligation, whether as principal, surety or agent, for or on behalf of any other Party.
- 15.14 **Variation.** An agreement made pursuant to this RAO may be varied or modified at any time by the Parties, but only by an instrument in writing signed by the respective authorised representatives of the Parties.
- 15.15 **Extension; Waiver.** At any time, any Party may:
- 15.15.1 extend the time for the performance of any of the obligations or acts of any other Party;
  - 15.15.2 waive any inaccuracies in the representations and warranties of any other Party; or
  - 15.15.3 waive compliance with any of its obligations. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed by such Party. Except as otherwise expressly provided, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power or remedy.
- 15.16 **Time of the Essence.** Time wherever referred to in this RAO shall be of the essence.
- 15.17 **Review.** The Access Provider and the Access Seeker shall review the terms and conditions of any agreement made pursuant to this RAO in accordance with **subsection 5.16.10** of the MSA *5.16.10 of the MSA*
- 15.17.1 if the Minister issues a direction or determination relating to its subject matter;
  - 15.17.2 if the Commission issues a direction or determination relating to its subject matter;
  - 15.17.3 if the Act or the MSA Determination is amended in relation to its subject matter;
  - 15.17.4 by agreement of each of the parties; or

15.17.5 if a condition of the Operator's licence is amended or deleted or a new condition is imposed in relation to its subject matter.

15.18 **Prevailing Effect.** This RAO shall, from the date of its publication, prevail over and supersede all prior RAOs.

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## PART C – Clauses for the Facilities or Services

### PART I: INFRASTRUCTURE SHARING SERVICES

#### 16. GENERAL DESCRIPTION FOR THE PROVISION OF INSTALLATION, REPLACEMENT OR MODIFICATION OF EQUIPMENT AT EXISTING AND NEW SITES

- 16.1 **Installation, Replacement or Modification of Equipment within the Access Seeker's Site Space.** Subject to the terms of this RAO and the applicable Site Agreement, the Access Seeker may, at its discretion, use and install, replace or modify the Authorized Equipment at any Site subject to this RAO from time to time within its Site Space and not exceeding the Standard Configuration, in accordance with the procedures specified in **Clause 17.2**. The Access Seeker shall pay Loading Charges for the installation, replacement or modification of Equipment in accordance with this **Clause 16** in the event the Access Seeker exceeds the Standard Configuration.
- 16.2 **Installation of Equipment Outside of the Access Seeker's Site Space.** Subject to the terms of this RAO and the applicable Site Agreement, the Access Seeker may, at its discretion, use and install, replace or modify Authorized Equipment at any Site from time to time outside of its then existing Site Space in accordance with the procedures specified in **Clause 17.3**, provided that:
- 16.2.1 the Access Provider has not already agreed in writing to lease additional Site Space on which such additional, modified or replaced Equipment is intended to be located to another User; and
- 16.2.2 if the addition of such Equipment exceeds the Site Space, and/or Standard Configuration, where applicable, the Access Seeker shall pay the applicable charges in accordance with **Schedule 6**.
- 16.3 **Installation of Equipment on Replacement Sites.** Subject to the terms of this RAO and the applicable Site Agreement, the Access Seeker may, use and install Authorized Equipment at any Replacement Site pursuant to an exercise by the Access Seeker of its Mandatory Relocation Right or Discretionary Relocation Right, in accordance with the procedures specified in **Clause 17**.
- 16.4 **Installation of Equipment of New Sites.** The leasing of such Site Space shall be carried out in accordance with the procedures in **Clause 17.1**.
- 16.5 **Unauthorized Equipment.** If the Access Seeker installs any Equipment at any Site without following the procedures set forth in ("**Unauthorized Equipment**"), then:
- 16.5.1 the Access Provider shall have the right to require the Access Seeker to remove the Unauthorized Equipment at the Access Seeker's own cost and expense within the Unauthorized Equipment Removal Period following the Access Seeker receiving a notice to that effect from the Access Provider; provided that such right to require removal can only be exercised by the Access Provider within the Unauthorized Equipment Notice Period from the time when it first becomes aware of such Unauthorized Equipment, after which, the Access Provider will be deemed to have permitted the Access Seeker to keep the Unauthorized Equipment on that Site, in which case such Unauthorized Equipment shall be deemed to form part of the Authorized Equipment for such Site from such time; or

- 16.5.2 the Access Provider may, prior to expiration of such Unauthorized Equipment Notice Period, permit the Access Seeker to keep the Unauthorized Equipment on the Site, in which case, such Unauthorized Equipment shall be deemed to form part of the Authorized Equipment for such Site from such time.
- 16.6 **Retention of Unauthorized Equipment.** If the Access Provider permits the Access Seeker to keep the Unauthorized Equipment on the Site, then the Access Seeker and the Access Provider shall be deemed to have modified the Site Agreement for such Site (without affecting the term of such Site Agreement) to permit the placement of such Unauthorized Equipment on the Telecommunication Infrastructure commencing from the date the Unauthorized Equipment was first placed on the Telecommunication Infrastructure, and the Infrastructure Sharing Service Fees for the term of such lease (from the date the Unauthorized Equipment was first placed on the Telecommunication Infrastructure) shall be adjusted as set forth in **Schedule 6**.
- 16.7 **Loading Charges for Unauthorized Equipment Retained on Site.** With respect to the period in which any of the Access Seeker's Equipment is considered as Unauthorized Equipment, but only to the extent that such Unauthorized Equipment exceeds the Standard Configuration, the Access Seeker shall be required to pay the Access Provider the applicable Loading Charges which shall be calculated as follows: [number of calendar months or fraction thereof] x [applicable Loading Charge in accordance with **Schedule 6**] x [1.25]. *5.16.5 of the MSA*
- 16.8 **Upgrade of a Site.** Subject to the terms of this RAO and the applicable Site Agreement, the Access Seeker may, at its discretion, request that an Upgrade be carried out at a Site, whereupon the following shall apply:
- 16.8.1 the Access Seeker shall be required to pay Infrastructure Sharing Service Fees with respect to any capital expenditure incurred by the Access Provider in making such Upgrade in accordance with **Item 3.5 of Schedule 6**;
- 16.8.2 prior to making such Upgrade, the Access Provider shall provide the Access Seeker with a reasonable estimate of the charges expected to be incurred for the Access Seeker's prior written approval;
- 16.8.3 if the relevant Site is not a Single Tenant Site, the Access Provider shall use reasonable efforts to procure that the other Users on the Site share the cost of the Upgrade referred to in the previous sentence based on the number of Users at the Site, and if such other User or Users agree to share such cost, the additional Infrastructure Sharing Service Fees payable by the Access Seeker shall be reduced proportionally based on the number of Users on the Site; and
- 16.8.4 if the relevant Site is not a Single Tenant Site, the Upgrade must not interfere materially, obstruct, interrupt or impede the use, operation or rights of any other User in respect of that Site. In the event of such interference, the Access Seeker shall notify Access Provider under the procedures set forth in **Clause 22**. *5.13.4 of the MSA*
- 16.9 **Structural Enhancement.** Except as set forth in this RAO or in any Site Agreement, the Access Provider shall pay all costs incurred in structurally enhancing a Telecommunication Infrastructure in connection with the installation, replacement or modification of Equipment by the Access Seeker or any other User.

## 17. INSTALLATION, REPLACEMENT AND MODIFICATION OF EQUIPMENT PROCEDURES

### 17.1 PROCEDURES FOR LEASING NEW SITES

17.1.1 **Proposal.** In the event the Access Seeker desires to lease space on a tower for its Wireless Business in Malaysia, the Access Seeker shall submit a request to lease Site Space (a "**Site Space Request Form**") to Access Provider. Such Site Space Form shall specify items such as: *5.7.2 of the MSA*

- (a) the Infrastructure Sharing Services which access is requested;
- (b) the requested date and time for delivery;
- (c) the location of the points of delivery;
- (d) the Access Seeker Equipment to be used in connection with the Service Order, to the extent it may adversely affect the Telecommunication Infrastructures; and
- (e) such other information that the Access Provider reasonably requires in order for it to provision access to the Infrastructure Sharing Services as requested by the Access Seeker, provided that such information shall not include any information which:
  - (i) the Access Provider does not require from itself for similar provisioning;
  - (ii) identifies, or which enables the identification of, a customer or services of the Access Seeker; or
  - (iii) is non-permitted information under **subsection 5.4.16** of the MSA Determination.

Within forty five (45) days of receiving a Site Space Request Form, the Access Provider shall provide the Access Seeker with a proposal (the "**Sales Proposal**") specifying at least three (3) or more proposed Sites, which may be existing Sites (either owned by the Access Provider or Site Space procured from another reputable Telecommunication Infrastructure Access Seeker in Malaysia) or, if existing Sites are not available, potential newly constructed Sites (including Built to Suit Sites), that meet the requirements specified in the Access Seeker's Site Space Request Form (the "**Suitable Sites**"). Such Sales Proposal may include an explanation of any features which would require the Access Seeker to submit a Variation Order for the construction of a BTS Site.

In the event the Sales Proposal is being refused for access pursuant to **Item 1.5 of Section D above** or the Access Provider requires specified additional information to make a decision on the access request and once such information is received from the Access Seeker, the Access Provider shall reconsider the access request in accordance with this clause and the ten (10) business days for the Access Provider to consider the access request will commence from the receipt of the information from the Access Seeker. The Access Seeker must provide a copy of its response to the Commission at the same time that the Access Provider provides the response to the Access Seeker. *5.4.7 of the MSA*

If the Access Provider responds that access will be provided in accordance with this RAO, the Access Provider must within forty five (45) days of such response, provide two (2) copies of the RAO executed by the Access Provider to the Access Seeker and one (1) copy of the executed confidentiality agreement returned by the Access Seeker that has also been properly executed by the Access Provider.

If Access Provider does not deliver the Sales Proposal within forty five (45) days of Access Seeker's Site Space Request Form, or if the Sales Proposal includes less than three (3) Suitable Sites, the Access Seeker shall have no further obligation to lease space from Access Provider with respect to the relevant Site Space Request Form ("**Lease Obligation**") and may lease the Site Space referred to in its Site Space Request Form from any other Person in its sole discretion.

- 17.1.2 **Telecommunication Infrastructure Access Request.** If the Sales Proposal includes three (3) Suitable Sites and is delivered to the Access Seeker within forty five (45) days of the Access Seeker's Site Space Request Form, the Access Seeker shall deliver a Telecommunication Infrastructure Access Request to the Access Provider within seven (7) Business Days for the purpose of conducting relevant Site Survey at the Sites listed in the Sales Proposal for the purpose of determining whether the Telecommunication Infrastructure is of sufficient structural integrity and capacity to accommodate Authorized Equipment that is proposed to be placed on the respective Telecommunication Infrastructure, provided that the Access Seeker shall not be required to deliver such Telecommunication Infrastructure Access Request if it no longer intends to lease space from the Access Provider or any other Person on a Telecommunication Infrastructure in accordance with the specifications in its Site Space Request Form. If the Access Seeker does not deliver a Telecommunication Infrastructure Access Request within seven (7) Business Days of receiving the Sales Proposal, the Access Seeker shall be required to reissue the relevant Site Space Request Form if it again wishes to lease the Site Space set forth in the initial Site Space Request Form.
- 17.1.3 **Site Survey.** Within five (5) Business Days of receiving a Telecommunication Infrastructure Access Request from the Access Seeker, the Access Provider shall make available to the Access Seeker true, complete and up to date copies of the following information for each Site identified by the Access Seeker on such Telecommunication Infrastructure Access Request:
- (a) details of the relevant Site and available Site Space;
  - (b) the applicable Telecommunication Infrastructure Permits, or in the case of a Site to be constructed, a list of applicable Telecommunication Infrastructure Permits ("**Applicable Permits**") and the proposed timeline for obtaining such Applicable Permits;
  - (c) the amount of any Access Seeker Rental Charges or Access Seeker Taxes which the Access Seeker will be obligated to pay with respect to such Site in accordance with **Schedule 6** and the amount of any one-time fees the Access Seeker will be required to pay, including any relevant electrification premium in accordance with **Item 6.1 of Schedule 6** and any fees required to be paid to a utility provider or Governmental Entity, in connection with the initial lease of Site Space at such Site; and

- (d) the Site plan, technical drawings (including as-built drawings) and the manufacturer's warranty for the Telecommunication Infrastructure or in the case of a Site to be constructed, proposed Telecommunication Infrastructure schematics, Site Plan and contractor; and
- (e) confirm in writing to the Access Seeker that it has made all necessary arrangements to enable the Access Seeker to access each Site or the proposed Site specified in its Telecommunication Infrastructure Access Request in order to conduct a Site Survey and that the Access Seeker shall be permitted to access each such Site for the Site Survey Period.

**Service Order**

- 17.1.4 **Contact point.** All Service Order and, if applicable, Variation Order with respect to any Site(s) shall be delivered to the following Access Provider Representative:

*5.7.1 (a) and (b) of the MSA*

**Group Commercial Management**

Touch Mindscape Sdn Bhd.  
Email: sales@edotcogroup.com

- 17.1.5 **Mechanism.** The Access Seeker shall, at any time from the date of the Site Survey Commencement Date but no later than seven (7) Business Days after the last day of any Site Survey Period, provide a completed Service Order and, if applicable, a Variation Order, to the Access Provider with respect to any such Sites(s), provided that the Access Seeker shall not be required to provide a completed Service Order to the Access Provider if it no longer intends to lease space from the Access Provider or any other Person on a tower in accordance with its Site Space Request Form (in the event the Access Seeker chooses not to deliver a Service Order after it delivers a Telecommunication Infrastructure Access Request, the Access Seeker shall reimburse the Access Provider for any costs reasonably incurred and not otherwise recoverable by the Access Provider in connection with the Access Seeker's Telecommunication Infrastructure Access Request). If the Access Seeker provides a Service Order for a Site and such Service Order contains a request in writing for the Access Provider to commence construction or other work at such Site prior to obtaining an Applicable Permit which would be required under applicable Law for such construction or other work to commence at such Site, then if any penalty is imposed by a Governmental Entity as a result of such Applicable Permit not having been obtained, the amounts of such penalty shall be borne equally by the Access Seeker and the Access Provider, provided that any amount of such penalty which exceed RM25,000 shall be borne solely by the Access Seeker.

*5.7.1 (c) of the MSA*

- 17.1.6 **Notice of Receipt.** Within two (2) Business Days of receiving a Service Order, the Access Provider shall provide the Access Seeker with a written notice of receipt of the Service Order. In the notice of receipt, the Access Provider shall specify the following information:

*5.7.5, 5.7.6 and 6.8.3 of the MSA*

- (a) the time and date of receipt of the Service Order;
- (b) a list of any additional information reasonably required by the Access Provider from the Access Seeker to provision the Service Order;

- (c) whether the Access Provider needs to perform post-Service Order service qualification, only where applicable, because information is not readily available to the Access Provider; and
- (d) the position of the Service Order in the Access Provider's queue.

17.1.6A **Use of Ordering Information.** Ordering information provided by the Access Seeker shall be treated by an Access Provider as Confidential Information of the Access Seeker and shall only be used by those persons within the Access Provider whose role is within: *5.7.3 of the MSA*

- (a) the Access Provider's wholesale or infrastructure sharing group; and
- (b) that part of the engineering group of the Access Provider responsible for access,
- (c) for the purpose of responding to and provisioning for the Service Order.

17.1.6B **Further information.** The Access Provider shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under Clause 17.1.6A(b) to provide the Access Provider with such information. *5.7.7 of the MSA*

#### Acceptance

17.1.7 **Notice of Acceptance.** Within ten (10) Business Days after issuing the Notice of Receipt, the Access Provider shall notify the Access Seeker that the Service Order has been accepted. In the Notice of Acceptance, the Access Provider shall specify: *5.7.12, 5.7.13 and 6.8.4 of the MSA*

- (a) the Site Readiness date;
- (b) the date when civil works (if any) are intended to commence;
- (c) the charges applicable to fulfil the Service Order stating:
  - (i) the estimate that the charge may exceed, if any; *5.7.16(a) of the MSA*
  - (ii) an explanation of the reasons for exceeding the estimate; and
  - (iii) further estimate of the charges for the work necessary to fulfil the Service Order; and
- (d) such information as its reasonably necessary for the Access Seeker to benefit from access to the Site; and
- (e) the validity period of the Service Order, which shall be a period that is not shorter than three (3) months from the date of the Notice of Acceptance ("**Validity Period**").

17.1.8 **Acceptance obligation.** The Access Provider shall use its reasonable efforts to accept and fulfil Service Orders from the Access Seeker for Sites which comply with a forecast accepted by the Access Provider in accordance with **Clause 4.1.9**. *5.7.11 of the MSA*

17.1.9 **Access Seeker's confirmation.**

5.7.15 of the MSA

- (a) The Access Seeker's confirmation of a Service Order is not required if the Access Provider accepts the Service Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-order service qualification is required or any other matter that requires further confirmation from the Access Seeker before the Access Provider can proceed with the Service Order.
- (b) Where the Access Seeker's confirmation is required for the Access Provider to proceed with fulfilling a Service Order as provided for under **Clause 17.1.9(a)** above, the Access Provider shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Service Order until the confirmation is received. Upon receipt of such confirmation, the Access Provider shall fulfil the Service Order in accordance with the Notice of Acceptance.

17.1.10 **Charges.** In the event the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of work provided by the Access Provider due to information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or a change in the scope of work by the Access Seeker, the Access Seeker shall pay the Access Provider for the actual cost incurred. The Access Provider shall only commence work after the Access Seeker agrees in writing of any estimate of charges in **Clause 17.1.7(c)**.

5.7.16(c) of the MSA

5.7.16(d) of the MSA

17.1.11 **Reasons for Rejection.** The Access Provider may only reject a Service Order from Access Seeker where:

5.7.17 of the MSA

- (a) subject to Clause **17.1.11A** (as if references to 'Access Request' in that subsection were references to 'Service Order'), it is not technically feasible to provide access to Infrastructure Sharing Services requested by the Access Seeker;
- (b) subject to this RAO, the Access Provider has insufficient capacity to provide the requested Infrastructure Sharing Services;
- (c) the Order or variation request duplicates a Service Order awaiting fulfilment;
- (d) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with this RAO); or
- (e) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Infrastructure Sharing Services to protect the integrity of a facility, or the safety of individuals working on, or using services supplied by means of an Equipment and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements).

17.1.11A **Subsection 5.4.17** of the MSA Determination on technical infeasibility are as follows:-

An Access Provider shall not refuse an Access Request on the grounds of technical infeasibility unless the Access Provider establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request. Each of the following matters shall be taken into account in determining whether access is technically feasible:-

- (a) economic, accounting, billing, space or site concerns shall be disregarded by the Access Provider except that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;
- (b) any equipment for the Access Provider to modify its facilities or Equipment in order to meet the Access Request will not, on its own, mean that the access is not technically feasible;
- (c) if the Access Provider asserts that meeting the Access Request would have an adverse impact on network reliability, the Access Provider must provide evidence that provision of the requested Facilities and/or Services would result in a specific and significant adverse impact on network reliability; and
- (d) the Access Provider must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this subsection) improvements that would allow the Access Provider to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

17.1.12 **Notice of Rejection.** In the event of a rejection in accordance with this RAO, the Access Provider shall provide a written Notice of Rejection to the Access Seeker stating within ten (10) Business Days of issuing the Notice of Receipt: *5.7.12, 5.7.18 of the MSA*

- (a) the grounds of rejection on which the Access Provider rejects the Service Order in accordance to **subsection 5.7.18** of the MSA; and
- (b) offer to meet and if the offer to meet is accepted, within five (5) Business Days of the receipt of the Notice of Rejection discuss the reasons for rejection and alternative methods for compliance.

17.1.13 **Site Acquisition.** In the event the relevant Site is not yet owned or leased by the Access Provider, the Access Provider shall have thirty (30) days, in the case of a Site to be constructed, or twenty-one (21) days in the case of any other Site (such applicable period, a "**Site Acquisition Period**"), to acquire, lease or obtain the right to use the Site and Land in accordance with this RAO.

17.1.14 **Site Readiness.** Commencing from the Access Seeker's confirmation of a Service Order and Access Provider's acceptance of a Service Order subject to **Clause 17.1.7** and in accordance to **subsection 5.7.14** of the MSA, the Access Provider shall provide progress updates of the site delivery to the Access Seeker on a monthly basis and the Site Readiness shall be as per follows: *5.7.14 and 6.8.5 of the MSA*

- (a) ninety (90) Business Days in the case of a Site to be constructed that is a Ground-Based Site;
- (b) ninety (90) Business Days in the case of a Site to be constructed that is a Rooftop Site;
- (c) forty (40) Business Days in the case of an existing common antenna system in High Priority Areas;
- (d) one hundred and twenty (120) Business Days in the case of a new common antenna system in High Priority Areas;
- (e) ten (10) Business Days for fixed telecommunications poles;
- (f) thirty (30) Business Days in the case of an existing Telecommunication Infrastructure which requires a Sharing Major Upgrade in order to accommodate the Access Seeker's Equipment;
- (g) thirty (30) Business Days in the case of an existing Telecommunication Infrastructure which requires a Sharing Minor Upgrade in order to accommodate the Access Seeker's Equipment;
- (h) forty (40) Business Days for all other structures (including street furniture);
- (i) (such applicable period, a "**Site Readiness Period**") of the Access Seeker's Service Order, or if a Site is being acquired by the Access Provider or the Access Provider is entering into a new lease for such Site, the end of the Site Acquisition Period, the Access Provider shall:
  - (i) in the case of an existing Site, ensure that all necessary structural enhancements to be made to such Site are made, in the case of an existing Site;
  - (ii) in the case of a Site to be constructed, construct the Telecommunication Infrastructure and other structures at the Site, including utility and other required connections and obtain all required Telecommunication Infrastructure Permits;
- (j) ensure that such Site is in a fit condition for the Access Seeker to install and operate the Access Seeker's Equipment on the Site Space specified in the Service Order for such Site;
- (k) provide the Access Seeker with an Site Inspection Notice; and
- (l) provide the Access Seeker with a copy of the Land Lease or evidence of ownership of the Land for such Site,

provided that if the Access Provider has used reasonable best efforts to obtain the Permits for a newly constructed Site or newly acquired Site, and the Site Readiness Period has

been delayed as a result of the inability of the Access Provider to obtain such Permits or caused by a third party that is not acting under the Access Provider's direction or control, the Site Readiness Period shall be extended for as long as reasonably required for the Access Provider to obtain such Permits. For the purpose of this **Clause 17.1.14**, any employees and contractors of the Access Provider shall be deemed to be acting under the direction or control of the Access Provider.

If a Ready for Inspection Notice is not properly issued by the Access Provider by the end of the Site Readiness Period, which is caused by either the Access Provider or by a third party that is not acting under the Access Provider's direction or control, the Access Provider shall notify the Access Seeker of such delay together with reasons for the delay and a revised delivery date. Except where such failure to meet the delivery date or any extended delivery date has been caused solely by the Access Seeker's delay or a third party that is not acting under the Access Provider's direction or control (for example, where a local authority or landowner delays providing necessary Permits or approvals for works to commence), the Access Seeker shall be entitled to a credit from the Access Provider which shall be applied against the Infrastructure Sharing Service Fees payable with respect to the immediately following invoice, of RM1,000 per day (but in any event, such amount shall accrue no longer than fifteen (15) days) with respect to a single Ready for Inspection Notice).

5.7.24(a)(i),  
5.7.24(a)(iii) 5.7.33  
and  
5.7.34 of the MSA

If a delay in Site Readiness is caused by the Access Seeker:

5.7.24(b) of the MSA

- (a) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;
- (b) the Access Provider and Access Seeker must work together to minimise the delay; and
- (c) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date.

The Access Provider shall notify the Access Seeker in the event it is able to offer a Site Readiness period that is earlier than what is stipulated in this Item, and if requested, shall aim to deliver the Site Readiness within that earlier date.

5.7.23 of the MSA

**17.1.15 Site Inspection.** Within fourteen (14) Business Days of receipt by the Access Seeker from the Access Provider of a Ready for Inspection Notice, the Access Provider and the Access Seeker shall inspect the Site to which such Ready for Inspection Notice relates, and if the Access Seeker is satisfied that the Site is ready for the installation of its Equipment, the Access Provider and the Access Seeker shall execute an RFAI Notice and a Site Agreement for such Site, and the Access Seeker shall commence the payment of Infrastructure Sharing Service Fees for such Site in accordance with **Schedule 6**, beginning on the date of the RFAI Notice.

If the Access Seeker does not inspect the Site within such fourteen (14) day period, the Access Seeker shall be deemed to accept that the Site is ready for the installation of its Equipment and Infrastructure Sharing Service Fees shall be payable in respect of such Replacement Site starting from the last day of such fourteen (14) day period.

17.1.16 **Deficiencies.** If the Access Seeker finds a deficiency with respect to the Site during the Site Inspection Period, Access Provider shall have seven (7) days to cure such defect. For the avoidance of doubt, Infrastructure Sharing Service Fees shall not be payable with respect to such Site until the deficiency has been cured. In the event the Site is not ready by the end of the Site Readiness Period or a defect is not cured within the seven (7) day period (to the satisfaction of the Access Seeker acting reasonably) referred to in the preceding sentence, the Access Seeker:

- (a) may appoint a contractor to make the Site ready or cure such defect at the Access Provider's reasonable expense; and
- (b) shall be entitled to a credit from the Access Provider which shall be applied against the Infrastructure Sharing Service Fees payable with respect to the immediately following invoice, of RM1,000 per day (but in any event, such amount shall accrue no longer than fifteen (15) days) with respect to a deficiency or concurrent deficiencies at a single Site.

17.1.17 **Cancellation of Service Order Without Costs.** The Access Seeker shall be entitled to cancel a Service Order submitted in accordance with this **Item** and such Service Order shall be considered cancelled upon receipt of written notice from the Access Seeker by the Access Provider in the following circumstances:

- (a) a breach or non-compliance with this RAO by the Access Provider;
- (b) in the event a Site is not ready within thirty (30) days of the end of the Site Readiness Period or a defect discovered during the Site Inspection Period at a Site is not cured within thirty (30) days of the receipt of written notification of the discovery of such defect;
- (c) if the revised estimate of charges in **Clause 17.1.7(c)** exceeds the original estimate by more than ten (10%) percent;
- (d) if the delay for delivery exceeds the timeline stipulated in **Clause 17.1.14**;
- (e) Force Majeure; or
- (f) In the event all or part of a Site is or is required to be dismantled, taken or condemned by any Governmental Entity or the Governmental Entity issues a direction that prevents the Access Seeker from leasing the Site Space.

*5.7.16(b) of the MSA*

*5.7.24(a)(ii) and  
5.7.25 of the MSA*

17.1.18 **Cancellation of Service Order Subject to Costs.** Excluding the instances outlined in **Clause 17.1.17** above, if at any time the Access Seeker desires to cancel a Service Order that has already been submitted, then cancellation will be subject to the following:

- (a) if no other User has agreed to lease space at such Site at the time of cancellation, the Access Seeker shall reimburse the Access Provider for all reasonable costs, or
- (b) if another User has agreed to lease space at such Site at the time of cancellation, the Access Seeker shall reimburse the Access Provider for all reasonable costs in

connection with making the Site suitable for the Access Seeker as an additional tenant on such Site, in each case, that were properly incurred by the Access Provider through the date of receipt of such notice for constructing or otherwise making the Site ready for the installation of the Access Seeker's Equipment (but not for the costs of the Site) (the "**Construction Cost**"). In the event the Access Seeker cancels a Service Order in accordance with the previous sentence and is required to pay the Construction Cost, the Access Provider shall deliver to the Access Seeker a statement setting forth the Construction Cost within seven (7) Business Days of the Access Seeker's cancellation and shall provide the Access Provider with an invoice for such Construction Cost. The Access Seeker shall have fourteen (14) days to review the Construction Cost.

If the Access Seeker disagrees with the amount of the Construction Cost or whether such costs were reasonably incurred within such fourteen (14) day period ("**Construction Cost Disagreement Notice Period**"), the Access Seeker shall provide the Access Provider with notice of such disagreement and the disagreement shall be settled in accordance with the Dispute Resolution Procedures in the RAO. The Access Seeker shall not be required to pay the Construction Cost until such disagreement is resolved. If the Access Seeker does not object to the Construction Cost within the Construction Cost Disagreement Notice Period, the Access Seeker shall be deemed to accept such Construction Cost has been validly incurred and shall pay such cost within sixty (60) days of the date of the Access Provider's invoice.

Any amount payable under **Clause 17.1.18(a) and Clause 17.1.18(b)** shall not exceed the lesser of the amounts stipulated in **Clause 17.1.19** below. *5.7.26 of the MSA*

17.1.19 Except where the MSA Determination provides that cancellation of a Service Order is to be at no penalty:

- (a) the Access Provider may impose a charge for the cancellation or variation of the Service Order; and
- (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts;
  - (i) the sum of costs necessarily incurred by the Access Provider which is directly attributable to the cancellation or variation; or
  - (ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Service Order not been cancelled or varied,

and reduced to the extent that those costs have been mitigated, or would have been mitigated had the Access Provider used its best endeavours to do so.

17.1.20 **Infrastructure Sharing Services.** In the event (i) the Access Seeker has no further Lease Obligation in accordance with **Clause 17.1** and leases site space from another company engaged in the Telecommunication Infrastructure Business (such site space, the "**Third**

**Party Site Space**"), and (ii) in connection with the lease of such site space, the Access Seeker intends to procure a third party (not including the Access Seeker or its Affiliates or the tower company lessor of such site space or its Affiliates) to provide operations and maintenance services or power systems (such services, the "**Third Party Services**") at such Site, the Access Seeker shall not engage a third party (other than the Access Provider) to provide such services unless it has complied with the procedures in this **Clause 17.1.20**. If the Access Seeker leases Third Party Site Space and intends to engage a third party to provide Third Party Services, the Access Seeker shall notify the Access Provider in writing of the Third Party Services it requires, the time at which such services shall commence and the location of the relevant Site, and the Access Provider shall have thirty (30) days from the date of the Access Seeker's notice to elect to provide such Third Party Services at market rates to be agreed by the Parties. If the Access Provider does not elect to provide such Third Party Services in such thirty (30) day period, the Access Seeker shall be entitled to engage another service provider to provide such Third Party Services in its sole discretion.

17.1.21 **Treatment of Service Requests.** All requests for leasing new sites and Site Surveys made by the Access Seeker in **Clause 17.1** shall be made on a single queue basis with equivalent priority given for the handling and processing of each request on a "first-come-first-serve" basis.

*5.7.4 and 5.7.29 of the MSA*

17.1.22 **Testing and provisioning.** The Access Provider:

*5.7.27 of the MSA*

- (a) shall co-operate with the Access Seeker in relation to the testing and provisioning of ordered Infrastructure Sharing Services;
- (b) shall treat an Access Seeker's testing and provisioning on an equivalent basis to that which the Access Provider treats testing and provisioning for itself; and
- (c) may require reasonable co-operation by the Access Seeker in respect of such activities.

## 17.2 **INSTALLATION, REPLACEMENT OR MODIFICATION OF EQUIPMENT (WITHIN ACCESS SEEKER'S SITE SPACE)**

17.2.1 **Equipment Installation Notice.** For each installation, replacement or modification of Equipment in accordance with the RAO, the Access Seeker shall submit to the Access Provider a notice describing the proposed installation, replacement or modification of the Access Seeker's Equipment ("**Equipment Installation Notice**").

17.2.2 **RFAI Notice.** If structural enhancements to the applicable Telecommunication Infrastructure are required in order for Equipment to be safely installed on such Telecommunication Infrastructure pursuant to such Equipment Installation Notice, then within sixty (60) days of its receipt of an Equipment Installation Notice delivered pursuant to **Clause 17.2**, the Access Provider shall:

- (a) procure that all structural enhancements to the relevant Site are made to enable the Access Seeker to install, replace or modify its Equipment in accordance with the Equipment Installation Notice; and

- (b) deliver an RFAI Notice to the Access Seeker.

If no structural enhancements to the applicable Telecommunication Infrastructure are required in order for Equipment to be safely installed on such Telecommunication Infrastructure pursuant to such Equipment Installation Notice, then within seven (7) days of its receipt of an Equipment Installation Notice delivered pursuant to **Clause 17.2**, the Access Provider shall deliver an RFAI Notice to the Access Seeker.

- 17.2.3 **Installation, Replacement or Modification of Equipment.** The Access Seeker shall be entitled to install, replace or modify its Equipment upon receipt of the RFAI Notice, and the Site Agreement for such Site shall be modified to reflect the relevant changes to the Access Seeker's Equipment.

### 17.3 **INSTALLATION, REPLACEMENT OR MODIFICATION OF EQUIPMENT (OUTSIDE THE ACCESS SEEKER'S SITE SPACE)**

- 17.3.1 **Equipment Installation Notice.** For each installation, replacement or modification of Equipment in accordance with this RAO, the Access Seeker shall submit to the Access Provider an Equipment Installation Notice indicating the new Site Space that Access Seeker intends to utilize for the installation of its Equipment.

- 17.3.2 **Site Readiness.** If the Access Provider has, prior to receipt of the Equipment Installation Notice, agreed in writing to lease the Site Space to another User, the Access Provider shall notify the Access Seeker within five (5) Business Days of receiving the Equipment Installation Notice. Such notification shall indicate any other available Site Space on the relevant Telecommunication Infrastructure. If the Access Provider has no prior agreement to lease the requested Site Space to another User, Access Provider shall, within sixty (60) days of its receipt of an Equipment Installation Notice delivered pursuant to **Clause 17.3.1**:

- (a) procure that all structural enhancements to the relevant Site are made to enable the Access Seeker to install, replace or modify its Equipment under the Equipment Installation Notice; and

- (b) deliver a Ready for Inspection Notice to the Access Seeker.

- 17.3.3 **Installation, Replacement or Modification of Equipment.** The Access Seeker shall be entitled to install, replace or modify its Equipment upon receipt of the Ready for Inspection Notice, and the Site Agreement for such Site shall be modified to reflect the relevant changes to the Access Seeker's Equipment and the location of such Equipment on the Telecommunication Infrastructure. Applicable Loading Charges shall start to accrue on the day after the day on which the Access Provider issues the Ready for Inspection Notice to the Access Seeker in accordance with this RAO.

### 17.4 **PROCEDURES FOR MANDATORY RELOCATION AND DISCRETIONARY RELOCATION**

- 17.4.1 **Site Proposal.** Within five (5) Business Days of a Mandatory Relocation Request or Discretionary Relocation Request, the Access Provider shall provide the Access Seeker

with a proposal ("**Site Proposal**") that sets forth a list of all available Sites in the area, city or region specified in the Access Seeker's request.

- 17.4.2 **Telecommunication Infrastructure Access Request.** Within thirty (30) days of receiving the Site Proposal, the Access Seeker may, from time to time, deliver written notice to the Access Provider requesting that the Access Provider provide access to any Site(s) specified on the Site Proposal (such request, a "**Telecommunication Infrastructure Access Request**") for the purpose of allowing the Access Seeker to conduct, at its own expense, an operational and technical survey of such Site ("**Site Survey**"), including radio frequency propagation tests, investigation as to the availability of telephone and electric utilities and a Telecommunication Infrastructure Analysis for the purpose of determining whether the Telecommunication Infrastructure is of sufficient structural integrity and capacity to accommodate Authorized Equipment that is proposed to be placed on the Telecommunication Infrastructure located on such Site.
- 17.4.3 **Site Survey.** Within five (5) Business Days of receiving a Telecommunication Infrastructure Access Request from the Access Seeker (the final day of such five (5) Business Day period ("**Site Survey Commencement Date**"), the Access Provider shall:
- (a) make available to the Access Seeker or its Representatives true, complete and up to date copies of the following information for each Site identified by the Access Seeker on such Telecommunication Infrastructure Access Request:
    - (i) details of the relevant Site and available Site Space;
    - (ii) the Land Lease or evidence of ownership of the Land for such Site;
    - (iii) the applicable tower Permits;
    - (iv) the amount of any Access Seeker Rental Charges or Access Seeker Taxes which the Access Seeker will be obligated to pay with respect to such Site in accordance with **Schedule 6**;
    - (v) the Site plan, technical drawings (including as-built drawings) and the manufacturer's warranty (if any) for the Telecommunication Infrastructure; and
  - (b) confirm in writing to the Access Seeker that it has made all necessary arrangements to enable the Access Seeker and the Access Seeker's Representatives to access each Site specified in its Telecommunication Infrastructure Access Request in order to conduct a Site Survey and that the Access Seeker shall be permitted to access each such Site for a period of thirty (30) days from the date of receipt of such confirmation for the purpose of conducting a Site Survey for that Site ("**Site Survey Period**").
- 17.4.4 **Service Order.** If the Access Seeker desires to relocate to a Site specified in the Telecommunication Infrastructure Access Request, the Access Seeker may, at any time from the date of the Site Survey Commencement Date but no later than five (5) Business Days after the last day of any Site Survey Period, provide a completed service order in the form of **Appendix E ("Service Order")** to the Access Provider with respect to any such Sites(s).

If the Access Provider believes that relocation to the Site specified in the Access Seeker's Service Order requires the Site to be structurally enhanced and only if the Access Seeker is required to pay for some or all of the Transfer Costs in accordance with **Clause 17.4.8**, the Access Provider shall provide the Access Seeker with written notice no later than seven (7) Business Days after its receipt of the Access Seeker's Service Order. Such notice shall contain an explanation of the reason such relocation would require a structural enhancement.

If the Access Seeker agrees with the Access Provider's conclusion that the proposed Replacement Site requires structural enhancement for the proposed relocation of Equipment, the Access Seeker may cancel its Service Order and may issue a new Service Order or Telecommunication Infrastructure Access Request or the Access Seeker may choose to pay for such structural enhancement in accordance with Schedule 6. If the Access Seeker disagrees with the Access Provider's conclusion, the Access Seeker may, within seven (7) Business Days after the receipt of the Access Provider's notice, provide the Access Provider a notice of disagreement (such disagreement, a "**Feasibility Disagreement**") which shall be resolved in accordance with the applicable Dispute Resolution Procedures. In the case of a Feasibility Disagreement, the Site Readiness Period shall start on the day following the date of the resolution of the Feasibility Disagreement.

17.4.5 **Site Readiness.** Within the applicable Site Readiness Period (as defined below), the Access Provider shall:

- (a) ensure that all necessary structural enhancements to be made to such Site, if any, are made;
- (b) ensure that such Site is in a fit condition for the Access Seeker to install and operate the Access Seeker's Equipment on the Site Space specified in the Service Order; and
- (c) provide the Access Seeker with a Ready for Inspection Notice, provided that if a Ready for Inspection Notice is not properly issued by the Access Provider by the end of the Site Readiness Period, the Access Seeker shall be entitled to a credit from the Access Provider which shall be applied against the Infrastructure Sharing Service Fees payable with respect to the immediately following invoice, of RM1,000 per day (but in any event, such amount shall accrue no longer than fifteen (15) days) with respect to a single Ready for Inspection Notice.

17.4.6 **Site Inspection.** Within seven (7) Business Days of receipt by the Access Seeker from the Access Provider of a Ready for Inspection Notice ("**Site Inspection Period**"), the Access Provider and the Access Seeker shall inspect the Site to which such Ready for Inspection Notice relates, and if the Access Seeker is satisfied that the Site is ready for the installation of its Equipment, the Access Provider and the Access Seeker shall execute an RFAI Notice and a Site Agreement for such Site, and the Access Seeker shall commence the payment of Infrastructure Sharing Service Fees for such Site in accordance with **Schedule 6**, beginning on the date of RFAI Notice. If the Access Seeker does not inspect the Site within the Site Inspection Period, the Access Seeker shall be deemed to accept that the Site is ready for the installation of its Equipment. On the date that Infrastructure Sharing Service Fees begin to accrue with respect to the Replacement Site, Infrastructure Sharing Service

Fees shall no longer accrue with respect to the relevant Discretionary Terminated Site or Mandatory Terminated Site, as applicable.

- 17.4.7 **Deficiencies.** If the Access Seeker finds a defect with respect to the Site during the Site Inspection Period, the Access Provider shall seven (7) days to cure such defect.

For the avoidance of doubt, Infrastructure Sharing Service Fees shall not be payable with respect to such Site until the deficiency has been cured. In the event the Site is not ready by the end of the Site Readiness Period or a defect is not cured within the seven (7) day period (to the satisfaction of the Access Seeker acting reasonably) referred to in the preceding sentence, the Access Seeker:

- (a) may appoint a contractor to make the Site ready or cure such defect at the Access Provider's reasonable expense; and
- (b) shall be entitled to a credit from the Access Provider which shall be applied against the Infrastructure Sharing Service Fees payable with respect to the immediately following invoice, of RM1000 per day (but in any event, such amount shall accrue no longer than fifteen (15) days) with respect to a deficiency or concurrent deficiencies at a single Site.

17.4.8 **Transfer Costs.**

- (a) In the case of a Mandatory Relocation Request delivered as a result of a Mandatory Relocation Event under:
  - (i) **Clauses 11.11.2, 11.11.3, 11.11.4, or 11.11.5 or Clause 11.6**, the Access Provider shall bear the Transfer Costs associated with relocating the Access Seeker's Equipment;
  - (ii) **Clause 11.3.6**, the Access Seeker shall bear the transfer cost associated with relocating the Access Seeker's Equipment; or
  - (iii) **Clause 11.3.5 or 11.3.10**, the transfer cost shall be shared equally between the Access Provider and the Access Seeker.
- (b) In the case of a Discretionary Relocation Request, the Access Seeker shall bear the Transfer Costs associated with relocating the Access Seeker's Equipment.

- 17.4.9 **Unearned Infrastructure Sharing Service Fees.** The Access Provider shall, within thirty (30) days of removal of the Access Seeker's Equipment from a Mandatory Terminated Site or Discretionary Terminated Site, as applicable, apply pro rata the unearned portion of the Infrastructure Sharing Service Fees paid in advance (if any) by the Access Seeker in respect of such Mandatory Terminated Site or Discretionary Terminated Site for the period commencing on the Site Agreement Start Date for the Replacement Site to the Infrastructure Sharing Service Fees payable in respect of the Replacement Site. The Access Seeker shall remove its Equipment from the Mandatory Terminated Site or Discretionary Terminated Site within thirty (30) days of the Site Agreement Start Date for the Site Agreement for the relevant Replacement Site.

17.4.10 **Term; Terms of New Site Agreement.** The Access Seeker and the Access Provider shall enter into a Relocation Site Agreement for the Replacement Site within five (5) Business Days of the issuance of an RFAI Notice for the Replacement Site and the term of, and the terms and conditions (including Infrastructure Sharing Service Fees) applicable to, the Site Agreement for the Replacement Site shall be the same as the remaining term of, and the terms and conditions applicable to, the Site Agreement for the Mandatory Terminated Site or Discretionary Terminated Site, as applicable, as of the date of its termination, subject to applicable adjustments for the Access Seeker Taxes and the Access Seeker Utility Charges, provided that in the event the Replacement Site is (i) a Discretionary Replacement Site or (ii) a Mandatory Replacement Site and the Access Seeker is required to bear all of its Transfer Costs in accordance with **Clause 17.4.8**, the Infrastructure Sharing Service Fees for the Replacement Site shall be the greater of (x) the Infrastructure Sharing Service Fees payable for the relevant Discretionary Terminated Site or Mandatory Terminated Site and (y) the Infrastructure Sharing Service Fees that would have been payable for the Replacement Site under **Schedule 6**.

17.4.11 **Utilities and ancillary services.** The Access Provider must, where the relevant utilities and ancillary services are with the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

6.8.12 of the MSA

- (a) access to roads;
- (b) access to land;
- (c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the Access Provider;
- (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
- (e) security, taking care to ensure that its agents, representatives or subcontractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
- (f) site maintenance.

17.4.12 **Costs.** The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in **Clause 17.4.11** above shall be apportioned (in accordance with fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

6.8.13 of the MSA

17.4.13 **Capacity Allocation Policy:** In addition to **subsection 5.7.32** of the MSA Determination, the Access Provider's Capacity Allocation Policy for Infrastructure Sharing Services shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

6.8.20 of the MSA

- (a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;

- (b) the Access Provider shall determine the available space only after considering:
- (i) the requirements for Infrastructure Sharing Services for the Access Provider's then existing maintenance purpose;
  - (ii) the reservation of the Infrastructure Sharing Service for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of a Service Order;
  - (iii) the structural integrity of the infrastructure to safely accommodate additional capacity; and
  - (iv) the allocation of available space shall be:
    - A. on a first-come, first-served basis;
    - B. applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Service Order; and
    - C. to the extent possible, based on efficient allocation principles to minimise space wastage.

*[Remainder of page left blank intentionally]*

## PART II: SERVICE FEE AND CHARGING PRINCIPLE

### 18. SERVICE FEE AND CHARGING PRINCIPLE

- 18.1 **Standard Configuration.** The Parties agree that the Standard Configuration for each Site (which is not an IBS Site) shall be as set forth in **Item 1 of Schedule 6**.
- 18.2 **Basic Infrastructure Sharing Service Fees.** The Infrastructure Sharing Service Fee Escalation, Additional Charges at Sites and the Basic Infrastructure Sharing Service Fees for the Sites as set forth in **Item 2 of Schedule 6**.
- 18.3 **Loading Charges.** Except as set forth in this RAO, the Loading Charges for the following Equipment or items are set forth in **Item 3 of Schedule 6**:
- 18.3.1 Antennas or Dishes;
  - 18.3.2 Additional Floor Space;
  - 18.3.3 RRUs; and
  - 18.3.4 Power Rating.
- 18.4 **Access Seeker Charges.** Parties agree that the following the Access Seeker Rental Charges and the Access Seeker Utility Charges shall be charged in accordance with **Item 4 and 5 of Schedule 6** respectively.

*[Remainder of page left blank intentionally]*

## PART D – Clauses for Technical and Operational Matters

### 19. DECOMMISSIONING

- 19.1 **Decommissioning Notice.** Except where: the Access Provider is required to vacate a Site where the Infrastructure Sharing Services rely on the Access Provider's use of that Site, as a result of a third party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, the Access Provider must provide no less than six (6) months' notice in writing to the Access Seeker prior to the decommissioning of the Infrastructure Sharing Services which rely on the Access Provider's use of that Site. *5.9.1 of the MSA*

Where the Access Provider is required to vacate the Site as a result of a third Party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, the Access Provider must provide the Access Seeker with as much notice as possible in relation to the matters set out above.

- 19.2 **Co-operation by Access Provider.** The Access Provider will offer reasonable co-operation to the Access Seeker to work out a timetable for the decommissioning of the relevant Infrastructure Sharing Services. *5.9.2 of the MSA*

- 19.3 **Alternative Arrangements.** Where the Access Provider gives a Decommissioning Notice to the Access Seeker that it will decommission an Infrastructure Sharing Service, the Access Provider shall provide the Access Seeker access to an alternative Infrastructure Sharing Service on terms which are not disadvantageous to the Access Seeker, relative to the terms and conditions to the Site proposed to be decommissioned, where reasonably practicable to do so, for a period that is not less than three (3) years from the date of decommissioning. *5.9.3 of the MSA*

- 19.4 **Reasonable Cost for Decommissioning Services.** Except where decommissioning is caused by Force Majeure, the Access Provider shall pay the Access Seeker's reasonable costs, necessarily incurred in: *5.9.5 of the MSA*

19.4.1 moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with **Clause 19.3**; or

19.4.2 re-arranging Equipment to connect to alternative Services offered in accordance with **Clause 19.3**.

- 19.5 **Determining Reasonable Cost.** Except where stated otherwise, the Parties agree to the following process to determine the reasonable cost payable by reason of **Clause 19.4** above:

19.5.1 The Access Seeker must within thirty (30) days of the completion of the decommissioning and re-installation at the substitute Infrastructure Sharing Service, submit to the Access Provider details of the Access Seeker's reasonable costs;

19.5.2 If the Access Provider considers that the submission is insufficient for the Access Provider to verify the reasonable costs, the Access Provider may request the Access Seeker to provide further information, whereupon the Access Seeker shall within thirty (30) days submit the further information required or provide an explanation as to its unavailability;

19.5.3 Upon receipt of all requisite information from the Access Seeker, the Access Provider shall within thirty (30) days, evaluate and determine if the costs incurred is reasonable and

necessary, and if the Access Provider determines that the costs incurred are reasonable and necessary, the Access Provider shall notify the Access Seeker in writing of its decision and shall deduct the amount from the invoice. If the invoice amount is insufficient to extinguish such deduction, then Access Provider will pay the Access Seeker the undeducted portion within thirty-one (31) days from the date of the invoice; and

- 19.5.4 If after the period set out, the Access Provider disagrees with the computation by the Access Seeker or that the costs claimed are reasonable and necessary, then the Access Provider shall notify the Access Seeker of its disagreement stating its reasons for the Access Provider disagreeing with the computation of the Access Seeker. Upon such notification, a dispute is deemed to have arisen, which shall be resolved in accordance with the Dispute Resolution Procedures.

## 20. NETWORK FACILITY ACCESS

- 20.1 **General Access.** The Access Provider hereby grants to the Access Seeker, as well as the Access Seeker's Representatives, access to each Site (including for the purpose of installing, replacing, modifying, maintaining or removing the Access Seeker's Equipment), in each case during the Site Access Hours, on the following terms:

*6.8.7 of the MSA*

- 20.1.1 The Access Seeker may periodically provide the Access Provider with a list of the Access Seeker's Representatives, which are authorized to access each Site within the specified region (such Representatives, the "**Authorized Representatives**").

- 20.1.2 Upon each occasion where the Access Seeker requires Site access in accordance with this Clause, the Access Seeker shall, in the case of planned maintenance activities provide the Access Provider with:-

*5.12.13 of the MSA*

- (a) written notice of at least the Site Access Notice Period prior to the date on which Site access is required; and
- (b) provide the Access Provider with the estimated date and time on which access will be required, the reason for the Site access and the names of any additional Representatives who are not Authorized Representatives (if any) that will require access.

- 20.1.3 Within the Site Access Work Permit Issuance Period of the Access Seeker's request for Site access, the Access Provider shall issue the Access Seeker a Permit to Work at the relevant Site.

- 20.1.4 The Access Provider shall be entitled to have its Representatives present at any installation, replacement, modification or removal of Equipment by the Access Seeker, provided that if such Representatives are not present at the date and time specified in the Access Seeker's access request, the Access Seeker shall still be entitled to install, replace, modify or remove its Equipment so long as the Permit to Work has been issued by the Access Provider.

*6.8.10 of the MSA*

- 20.1.5 The Access Seeker's Representatives at a Site must each present a valid form of identification and Permit to Work at the Site if requested by the Access Provider's Representatives at such Site. Any failure by the Access Provider to issue a Permit to Work

at the Site in accordance with this **Clause 21.1.5** shall be deemed to be notice by the Access Seeker to the Access Provider in accordance with **Clause 21.3**.

- 20.1.6 In the case of Site access for planned maintenance activities, the Access Seeker shall:- *5.12.13 of the MSA*
- (a) use reasonable efforts to minimize any disruption to its network and to the networks of other Users; and
  - (b) where practical and agreed between the Access Seeker and other Users at a Site, provide alternative network routing or carriage at the Access Seeker's expense.
- 20.2 **Emergency Access.** Notwithstanding anything to the contrary in this RAO, if the Access Seeker in good faith believes that there is an emergency that could result in any of the Access Seeker's Equipment being off air or otherwise adversely affected, the Access Seeker, any Access Seeker Partner as well as Access Seeker's Representatives may install, replace, modify or remove its Equipment on the Site, Telecommunication Infrastructure and Land without the Access Provider's approval, provided that, if reasonably practicable, the Access Seeker shall: *5.12.15 of the MSA*
- 20.2.1 provide prior notice of at least the Site Access Emergency Notice Period (or a shorter period which is as soon as reasonably practicable after the Access Seeker learns of such emergency and in any event promptly following the Access Seeker visiting a Site);
  - 20.2.2 use reasonable efforts to minimize any disruptions to its network and to the networks of other Users; and
  - 20.2.3 where reasonably practical and agreed between the Access Seeker and the other Users at a Site, provide alternative network routing or carriage at the Access Seeker's expense.
- 20.3 **Right of way agreements.** The Access Seeker acknowledges that, where required by the relevant landowner, the Access Seeker may be required to execute a right of way agreement with the relevant landowner in order to access particular Sites and that such right of way agreement may provide for the Access Seeker to make a payment to the relevant landowner. *6.8.12 of the MSA*
- 20.4 **Site register.** A register of all persons who visit the Access Provider's property on the Access Seeker's behalf must be made in accordance to **Subsection 6.8.11** of the MSA. *6.8.11 of the MSA*
- 20.5 The Access Seeker's Representatives will be reasonable, having regard to: *6.8.8 of the MSA*
- 20.5.1 the position of each person and the number of Representative nominated; and
  - 20.5.2 the position of each of the Access Provider's own Representative and the number of the Access Provider's Representatives to which the Access Provider provides physical access to such Telecommunication Infrastructures.
- 20.6 **Escorts.** The Access Provider is only permitted to require an escort to be present when the Access Seeker's Representatives wish to enter into the Access Provider's property if the Access Provider requires an escort for its Representatives in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the Access Seeker's Representatives wish to enter into the Access Provider's property, the Access Provider shall: *6.8.9 of the MSA*

- 20.6.1 bear the costs of such escort service;
- 20.6.2 subject to this RAO, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- 20.6.3 subject to this RAO, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
  - (a) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
  - (b) the period of notice which it requires from itself when providing itself with physical access for planned maintenance; and
- 20.6.4 for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
  - (a) thirty (30) minutes of time required by the Access Seeker pursuant to **Clause 20.6.2 or 20.6.3** plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
  - (b) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

## 21. INTERFERENCE AND OTHER USERS

### 21.1 Interference by the Access Seeker.

- 21.1.1 Restriction against interference by the Access Seeker shall be in accordance to **Subsection 5.13.4** of the MSA Determination. *5.13.4 of the MSA*
- 21.1.2 In the event the Access Provider reasonably determines, based on standard and accepted engineering practices, that: *5.13.5 of the MSA*
  - (a) such Prior User's Equipment was installed and is being maintained and operated according to standard industry practices and applicable contracts with the Access Provider; and
  - (b) the Access Seeker's Equipment is interfering with the operation of such Prior User's Equipment, authorized frequency spectrum or signal strength,

the Access Provider shall notify the Access Seeker of such determination ("**Access Seeker Interference Determination**").
- 21.1.3 If the Access Seeker disputes the Access Seeker Interference Determination, it shall notify the Access Provider of such dispute within the Access Seeker Interference Resolution Period from receiving such Access Seeker Interference Determination ("**Access Seeker Interference Dispute**") and the Access Seeker Interference Dispute shall thereafter be resolved in accordance with the Dispute Resolution Procedures. *5.16.4 of the MSA*

21.1.4 In the event the Access Seeker accepts the Access Seeker Interference Determination, the Access Seeker shall within the Access Seeker Interference Resolution Period, take all steps reasonably necessary to eliminate and rectify the interference, with the exception of ceasing the Access Seeker's operations at that Site. *5.13.5 (a) of the MSA*

21.1.5 If the Access Seeker cannot eliminate or resolve such interference within the Access Seeker Interference Resolution Period, the Access Seeker shall promptly notify the Access Provider, and both Parties shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly locate the source of the interference and propose solutions for resolving such interference. The Access Provider shall have the right to require that the Access Seeker turn off all or part of the relevant Access Seeker's Equipment and only turn on such Equipment during the 12:00 a.m. until 6:00 a.m. local time in order to test whether such interference continues or has been satisfactorily eliminated, the Access Seeker shall have the right to resume its normal use of such Equipment. In the event this solution fails, such interference shall be deemed to be a dispute which shall be resolved in accordance with the Dispute Resolution Procedures. *5.13.5 (b) of the MSA*

## 21.2 Interference by Subsequent Users.

21.2.1 The Access Provider shall not permit any Subsequent User to interfere with the operations on the Telecommunication Infrastructure or the use of the Site by the Access Seeker, provided that the Access Seeker's Equipment was installed and is being maintained and operated according to standard industry practices and applicable contracts with the Access Provider. *5.13.4 of the MSA*

21.2.2 The Access Seeker is entitled to notify the Access Provider in the event of any interference with the operations on the Telecommunication Infrastructure or the use of the Site by the Access Seeker. In the event the Access Provider reasonably determines, based on standard engineering practices, that: *5.13.5 of the MSA*

(a) the Access Seeker's Equipment was and is being installed, maintained and operated according to standard industry practices and applicable contracts with the Access Provider; and

(b) such Subsequent User's Equipment is interfering with the operation of the Access Seeker's Equipment, authorized frequency spectrum or signal strength, *5.12.5 of the MSA*

the Access Provider shall notify such Subsequent User of such determination ("**Subsequent User Interference Determination**").

21.2.3 If the Subsequent User disputes the Subsequent User Interference Determination, it shall notify the Access Provider of such dispute within twenty-four (24) hours from receiving such Subsequent User Interference Determination ("**Subsequent User Interference Dispute**"), failing which the Subsequent User is deemed to accept such Subsequent User Interference Determination. *5.13.5 of the MSA*

21.2.4 The Access Provider shall ensure that such Subsequent User, within twenty-four (24) hours of receiving the Subsequent User Interference Determination, takes all steps reasonably necessary to eliminate the interference. *5.13.5 (a) of the MSA*

- 21.2.5 If the Subsequent User cannot eliminate or resolve such interference, the Access Provider shall, within the next twenty-four (24) hours of the Subsequent User Interference Determination, arrange for Representatives of the Subsequent User and the Access Provider to meet and locate the source of the interference and propose solutions for resolving such interference. The Access Provider shall have the right to require that Subsequent User turn off all or part of the relevant Subsequent User's Equipment and only turn on such Equipment during 12:00 a.m. until 5:00 a.m. local time in order to test whether such interference continues or has been satisfactorily eliminated, Subsequent User shall have the right to resume its normal use of such Equipment. In the event this solution fails, such interference shall be deemed to be a dispute which shall be resolved in accordance with the relevant Dispute Resolution Procedures. *5.13.5 (b) of the MSA*
- 21.3 **Access Seeker Partners.** Under this RAO and any Site Agreement:
- 21.3.1 use of a Site or Site Space by the Access Seeker shall be deemed to include use by the Access Seeker Partners through the Access Seeker as permitted hereunder and such Access Seeker Partners shall have the Access Seeker's rights and obligations with respect to each Site, including with respect to the installation, replacement or modification of Equipment, site access, Downtime and relocation of Equipment; and
- 21.3.2 the Access Seeker shall procure that such Access Seeker Partners and their Representatives comply with all applicable terms of this RAO and the applicable Site Agreement. The Access Seeker shall be responsible for the payment of any Service Fees for each relevant Site. For the avoidance of doubt, nothing in this **Clause 21.3.2** shall confer on such Access Seeker Partner any rights, remedies or liabilities as a party under this RAO or any Site Agreement.
- 21.4 **Co-locations.** Except as provided for in this RAO or in any Site Agreement Access Provider shall be permitted to lease available Site Space (being Site Space not being used by or committed to the Access Seeker, any Access Seeker Partner or another User) on Sites covered by this RAO to other Users. *5.16.1 of the MSA*
- 21.5 **Structural Review.** The Access Seeker and its Representatives shall have the right, at the Access Seeker's own cost, to review, analyse and confirm, with access to Telecommunication Infrastructures upon three (3) Business Days prior written notice, that a Telecommunication Infrastructure does not require structural enhancement. Where the Access Seeker determines that a Telecommunication Infrastructure requires structural enhancement, it shall provide the Access Provider with a written notice thereof, and the Access Provider shall be required within sixty (60) days of such notice, at its own cost and expense, to carry out any structural enhancements necessary to ensure the structural integrity of the Telecommunication Infrastructure. Any disagreement about whether a Telecommunication Infrastructure requires structural enhancement under this **Clause 21.5** shall be resolved in accordance with the Dispute Resolution procedures. *5.16.4 of the MSA*
- 22. MAINTENANCE SERVICE OBLIGATION**
- 22.1 Network Monitoring and Technical Helpdesk.

22.1.1 Helpdesk. Maintain a helpdesk and track all communications from the Access Seeker to the Access Provider with respect to each Site or any utility supply issues shall be directed to the helpdesk. The Access Seeker shall be able to report all faults to the helpdesk. 5.12.3 and 5.12.17 of the MSA

22.1.2 Network Monitoring. Monitoring the network operations for owned Sites on a twenty-four (24) hours per day, seven (7) days per week basis. 5.12.16 of the MSA

22.1.3 Trouble Tickets. Assign a reference number to such issue or outage for monitoring purposes and issue a trouble ticket with respect thereto ("**Trouble Ticket**") and notify the Access Seeker Representative as follows: 5.12.2 and 5.12.12 of the MSA

Trouble Ticket Severity and Service Definition	Fault Type (including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
Level 1 Hub Sites (a site with more than 5 child sites)	<ul style="list-style-type: none"> <li>• Outage caused by fault of AC power supply system owned by Access Provider</li> <li>• Outage caused by power issue at landlord/building</li> <li>• Outage caused by CME issues</li> <li>• Outage due to flooding</li> </ul>	Within one (1) hour	Every one (1) hour	Four (4) hours	Forty-eight (48) hours	Forty-eight (48) hours
Level 2 End Sites (Site that is not a Hub Site)	<ul style="list-style-type: none"> <li>• Outage caused by fault of AC power supply system owned by Access Provider</li> <li>• Outage caused by power issue at landlord/building</li> <li>• Outage caused by CME issues</li> </ul>	Within one (1) hour	Every two (2) hours	Four (4) hours	Seven (7) Business Days	Five (5) Business Days

6.8.17 of the MSA

	<ul style="list-style-type: none"> <li>• Outage due to flooding</li> </ul>					
Level 3 No Service Affecting Fault	Issues related to power system asset belonging to Access Provider, landlord/building site access or CME issues	Within one (1) hour	Every twenty-four (24) hours	Twenty-four (24) hours	Fourteen (14) Business Days	N/A

**“Response Time”** refers to the time for the Access Provider to respond to the fault with a Trouble Ticket and is measured from the time the fault is reported by Access Seeker to the Access Provider.

**“Progress Update Frequency”** means the frequency at which the Access Seeker may call the Access Provider for restoring the fault to obtain a verbal or written progress update.

**“Temporary Restoration Time”** refers to the time for the Access Provider to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a temporary basis.

**"Rectification Time"** refers to the time for the Access Provider to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a permanent basis.

The Access Seeker shall, from time to time, provide the Access Provider with the contact information for applicable Access Seeker Representatives and keep the Access Provider apprised of any updates to such list.

22.1.4 Problem Solving. Following the issuance of a Trouble Ticket, the Access Provider shall ascribe the Trouble Ticket with a Severity Level set out above and Parties shall cooperate with one another to archive Rectification Times based on the severity of the Trouble Ticket reported.

22.1.5 Trouble Ticket Closing. Upon resolution of the underlying issue which triggered the creation of a Trouble Ticket, the Access Seeker shall be promptly notified.

22.1.6 Non-discrimination. All fault identification, reporting and rectification shall be performed on a non-discriminatory basis and treat the faults reported by another Access Seeker on an equivalence basis as it treats the faults reported by itself.

*5.12.4 and 5.12.11 of the MSA*

22.2 Network Operations and Maintenance.

22.2.1 Preventive Maintenance. The Access Provider shall conduct preventive maintenance services at its own costs and establish and maintain a fault reporting service at its own cost irrespective of the location of the fault.

*5.12.1 and 5.12.9 of the MSA*

In the event any preventive maintenance may affect the Access Seeker's network, facilities or services, the Access Provider shall: *5.12.13 of the MSA*

- (a) provide at least the greater of the time which it notifies its own customers and ten (10) Business Days' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross the Access Seekers' networks, and which are caused by the maintenance or re-routing; and
- (c) where the Access Provider sees it fit and practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

22.2.2 Planned maintenance window. The Access Provider shall undertake to conduct the abovementioned planned maintenance where the window of time would have the least effect on end users. *5.12.14 of the MSA*

22.2.3 Corrective Maintenance. In the event the Access Provider or the Access Seeker discovers that any Access Provider Equipment at a Site requires repair or replacement of any unit or part, the Access Provider shall make such repair or arrange for the replacement at its own cost of such unit or part. *5.12.1 of the MSA*

22.2.4 Fault priority. Priority in terms of corrective maintenance shall be given to faults that have the highest service loss impact in terms of the number of customers affected; followed by those which have been reported on previous occasions have re-occurred; and all other faults. *5.12.10 of the MSA*

22.2.5 Faults affecting Equipment. The Access Provider shall promptly inform the Access Seeker of any faults occurring in the Access Provider Equipment at any Site which may have an adverse effect on the Access Seeker's Equipment and the actions that are taken to rectify and repair the faults and the outcome of those actions. *5.12.8 of the MSA*  
*5.12.16 and 5.12.9 of the MSA*

22.2.6 Field Maintenance. The Access Provider shall, at its own cost, arrange for the maintenance of a field maintenance team of qualified persons on standby on a twenty four (24) hours per day, seven (7) days per week basis. Field maintenance shall be carried out in accordance with **Clause 22.3**.

22.2.7 Emergency Access and Maintenance. In the event the Access Provider is required to undertake maintenance that is not captured in **Clause 22.2.1, 22.2.2 and 22.2.6** and it may affect the Access Seeker's network, the Access Provider shall, where able to: *5.12.15 of the MSA*

- (a) provide at least twenty-four (24) hours' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross the Access Seeker's Networks, and which are caused by the maintenance or re-routing; and
- (c) where the Access Provider agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

- 22.2.8 Energy Management. The Access Provider may undertake energy and other cost saving initiatives (such as with respect to room temperature, replacing high power consuming equipment (except for battery replacement, which shall be the Access Provider's responsibility and at the Access Provider's expense), installing solar panels and regular servicing of generators for greater efficiency) together with the Access Seeker.
- 22.2.9 Operations Support. The Access Provider shall ensure that the maintenance staff is properly qualified and trained and there are sufficient numbers of such staff to carry out the Infrastructure Sharing Services.
- 22.2.10 Network fault responsibility. The Access Seeker in whose network the fault occurs is responsible in accordance with **subsection 5.12.6** of the MSA Determination. *5.12.6 of the MSA*
- 22.2.11 Major inter-working faults. If a major fault occurs which affects communication that crosses or would cross any two access seeker's networks, initial responsibility for identifying the fault rests with the access seeker who first becomes aware of the fault. *5.12.7 of the MSA*

22.3 Responsibility Matrix.

22.3.1 Subject to the other provisions of this RAO, the following table sets the scope of work of the Access Provider in this RAO with respect to Infrastructure Sharing Service on Sites:

Responsibility
<b>Network Technical Helpdesk</b>
Twenty-four hours per day, seven days per week network monitoring
Trouble Ticket generation
Alarm threshold setting
Monitoring alarms daily
Liaising with User regarding network related issues
Answering technical inquiries from Users or vendors
Trouble Ticket management
Incident management
Fault or breakdown management
<b>Network Surveillance and Network Operations Support</b>
Maintaining and staffing a network operations center for network monitoring
Provide support from regional office and headquarters and maintain staff with necessary expertise to resolve issues escalated from local operations centers
Provide technical support to identify the cause of problems and implement preventive actions to mitigate the risk of the same problems in future
Emergency response
Real time monitoring and handling of alarms and complaints

Responsibility
Obtaining external vendor support
Major incident reporting
<b>Networks Operations and Maintenance</b>
Implement schedule for planned maintenance
Implementation of work orders
Procurement of materials used to maintain and repair Equipment
Report and record all materials used to maintain and repair Equipment used for each Site
<b>Preventive Maintenance</b>
Schedule preventive maintenance activities
Timely performance of activities
Report and record all preventive maintenance activities
<b>Corrective Maintenance</b>
Ensure performance of corrective maintenance in accordance with work orders issued by Access Provider
Carry out on-site analysis and repairs under guidance of network operations center
Record and report fault handling status until completion
Prepare and submit proposal for replacement of Access Provider Equipment, as appropriate
Review and process proposals for replacement of Access Provider's Equipment
Monitor replacement of Access Provider Equipment
<b>Field Maintenance - Operations</b>
<b>Fuel Management</b>
Ensure fuel availability at Sites
Record and report fuel leakages
Monitor fuel levels for generator sets
Discuss routine fuel consumption with the Access Seeker and notify the Access Seeker in the event it could reasonably expect a Site to run out of fuel within twenty-four (24) hours (or less than twenty-four (24) hours in case of emergency)
Order additional fuel from fuel suppliers in accordance with the Access Seeker's fuel purchase orders for additional fuel
Evaluate the diesel consumption from each refueling date, including by reviewing actual fuel consumption levels and comparing such consumption against the standard consumption levels based on the model and capacity of the generator set
Issue work order to approved supplier for refueling

Responsibility
Record the fuel levels and any other required data in the operational system before and after refueling is done
<b>Maintenance</b>
<b>Generator Maintenance</b>
Generator and power systems preventive maintenance
<p><b>Fixed and permanent generators:</b></p> <p>Carrying out repair activities and checking on performance of generators, including:</p> <ul style="list-style-type: none"> <li>- Changing filters, oil and renewing the coolant mixture.</li> <li>- Checking voltage readings, generator condition, diesel levels, leaks, drive belts, alarms, shutdowns, turbochargers, tappet clearances, air charge coolers and radiators, battery levels, lubricating oil levels, control panel operations, heaters and battery chargers.</li> <li>- Conducting tests on generators (analyzing monthly meter readings and month to month trends)</li> </ul>
<p><b>Temporary and mobile generators:</b></p> <p>In addition to checking the permanent generators, the following activities shall be performed in the case of power supply or generator failure:</p> <ul style="list-style-type: none"> <li>- Providing the Access Seeker with a list of temporary generator sets used each calendar month.</li> <li>- Monitoring fuel consumption and month to month trends with respect to fuel efficiency with respect to temporary generator sets</li> </ul>
Generator repair and routine maintenance
Generator overhauling and replacement
Report and record all generator related activities for each Site
Mobile generator provisioning and maintenance
Ensure that electrical equipment remains in working condition
Ensure that redundant power supply at all Sites is in good condition
Analyzing monthly meter readings and month to month trends
Extinguisher refilling for equipment rooms and sites
Report any damaged fire extinguisher and smoke sensor
General housekeeping
Ensuring suitable environment inside all equipment rooms
Aviation light maintenance
Telecommunication Infrastructure maintenance
Site infrastructure maintenance
Cleaning of solar panel
Extinguisher and smoke sensor routine maintenance for Sites

Responsibility
Extinguisher and smoke sensor routine maintenance for equipment rooms
<b>Air Conditioning</b>
Air conditioning repair and routine maintenance
Air conditioning replacement
Check for number of air conditioning units installed at Sites
Check filter drier or condenser, replace if required
Check air intakes, if required, clean vanes of dust and debris
Check the average power consumption
Check fire dampers, grilles, diffusion condition and functioning
Check instances where temperature exceeds threshold limits
Check alarms systems
Check and reset differential pressure switches if fitted
Check fans (i.e., operating properly, clean blades and lubricated)
Re-check and rectify alarm conditions, record and reset
Check high and low pressure switches for operations
Check compressors
Monitor room temperatures to be maintained as pre-defined based on location
Conduct thermo-couple test and identify hot spots
Monitor servicing of air conditioning units
Ensuring all air conditioning equipment is functioning efficiently
<b>Power Plants</b>
Commercial power supply system preventive maintenance
Grounding maintenance
Checking for redundant power supply lines
Uninterrupted power supplies to UPS/SMPS/DC power system
Check UPS and battery for identifying any adverse environment impact
Test UPS under main line failures
Check the tightness of the battery connection
Check and record all voltage and current readings on the rectifier, battery, inverter, and output
Check and record the ambient temperature of the UPS equipment and battery
Check the operation of the static switch inverter to reserve and reserve to inverter

Responsibility
Check indicator lamps, meters and controls
Check condition of batteries and all connections
Checking for swelling of the batteries and re-grease any terminals where necessary
Check the condition of the DC cables and rectifiers
Place a calibrated DC clamp meter onto the battery cables and make sure that the reading on the meter is within a 10% tolerance of that of the reading on the alarm modules
Check DC alarms when change over switch is in the "off" position
General check to be performed on general power, lighting and distribution for any cracks, breaks, faulty tubes, loose screws, and worn or scorched insulation on cabling
Hot spots to be identified through thermal testing
Test RCDs controlling non-essential loads
Check for test on generator change over switch
Remove cover on distribution board to ensure no cabling has become damaged or no exposure of copper at the terminal. Check for signs of heating on all connections
Visual check on the general power, lighting and distribution to check for any cracks, breaks, faulty tubes, loose screws, and worn or scorched insulation on cabling
Check that connections to all electrical terminals are in good condition
<b>Battery Bank and Battery Coolers</b>
Change of configuration power module/battery
Procurement of batteries
Transportation and installation of batteries
Check cabling is done for depolarization
Battery back-up test to be performed on regular intervals
Inspect for physical damage to casing and structure
Check for battery leakage
Report any abnormal noises that may lead to failure
Ensure power room is maintained in a clean and safe working condition
Check and record ambient temperature of the shelter or cabin in two (2) locations
Check for battery surface temperature
Check cell type, cell date, cell and battery voltage
Check for internal battery resistance and current battery charge
Inspect all plant cabling for discoloration and other signs of heat damage and stress

<b>Responsibility</b>
Check that the plant is not reporting alarms
Check individual cells for deformation/leakage and ensure that the vent seals are clear and intact
Check protective earth cabling for damage, security and continuity
Use single and multiple rectifier modules to generate minor and major alarms
<b>Energy Management</b>
Coordination of setting up new connections with utility companies/agencies for utilities supply at Sites
Cost saving initiatives (e.g. conversion of genset to commercial power supply)
The Access Seeker to be informed about new initiatives and implementation schedule
<b>Electrical Systems be performed</b>
Examining all electrical sockets, switches, surge arrestors and connection lines
Maintain power equipment in good condition
Keep redundant power supply available
Conducting insulation and thermal tests
Proper connections made to electrical terminals
Grounding check to verify the earth resistance remains below the acceptable level
Checking lighting protection system – i.e. lightning arrestors and related equipment
<b>Infrastructure Checks</b>
Visual checks to be performed on Sites
Reconfiguring settings for safety equipment and performing tests
All Sites safety equipment including firefighting equipment maintained in a good working condition
Grass-cutting, upkeep and maintenance
Telecommunication Infrastructure structure paint, verticality and extreme rusting inspection
Enabling proper Site access and performing security checks
<b>Vigilance</b>
Reporting of vandalism to applicable authorities
If vandalism occurs at a Site, the Access Provider shall, as soon as reasonably practicable following discovery by the Access Provider, report such vandalism to the appropriate authorities, and each Party shall be responsible for its own insurance claims
<b>Loading Support</b>

Responsibility
Validate and monitor "Permits to Work"
Ensuring that installation of equipment is in line with the related service orders
Sign off on a Site being ready for active installation with Users
Submit ready for active installation certificate to Access Seeker
<b>Other activities</b>
Monitoring and planning of scheduled maintenance activities, monitoring the Access Provider Equipment performance, and monitoring warranty and annual maintenance contract status
Validation and monitoring of "permits to work" for the maintenance activities at site in accordance with Malaysia Law
Regular maintenance of all Site infrastructure and the Access Provider Equipment (including preventive and corrective maintenance in accordance with this RAO)
Surveillance Activities: Monitoring Alarms Trouble Ticket generation and resolution
Supervision, surveillance and other support

**22.4 Rebates.**

If the Access Provider is unable to provide the Service due to negligence on its part (e.g., poorly designed structure or platform that does not function properly, the Access Provider failed to pay rental to its landlord on time, the Access Provider failed to provide site access), the affected Access Seekers are entitled to a rebate for not meeting the service assurance target under **Clause 22.1** above, which shall at a minimum, reflect the rental amount paid or to be paid by the Access Seeker to the Access Provider for the period of site downtime.

*6.8.18 of the MSA*

**22.5 Revision of Maintenance Services Obligations.**

The Parties agree that the Maintenance Services Obligations set forth above shall remain in effect until the date that the Operations and Maintenance Services RAO is terminated. With respect to the period after the date of termination of the Operations and Maintenance RAO, the Parties shall discuss and agree on the applicable Maintenance Services Obligations under this RAO for such period. The Maintenance Services Obligations for such period shall be similar to those provided with respect to Telecommunication Infrastructures by leading companies engaged in the Telecommunication Infrastructure Business or third party service providers in Malaysia.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this RAO as of the day and year first above written.

For and on behalf of **TOUCH MINDSCAPE SDN. BHD.**

For and on behalf of **[ACCESS SEEKER]**

Signed By : \_\_\_\_\_

Signed By : \_\_\_\_\_

Name:

Name :

Designation:

Designation:

Witnessed By : \_\_\_\_\_

Witnessed By : \_\_\_\_\_

Name :

Name :

Designation :

Designation :

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## SCHEDULE 1 – PARTICULARS OF ENGAGEMENT

PARTICULARS OF ENGAGEMENT			
<b>PREAMBLE</b>			
<p>The following represents the key terms of engagement for the provision of the “<b>Infrastructure Sharing Services</b>” between <b>Touch Mindscape Sdn Bhd</b> (referred to as “<b>Access Provider</b>”) and the “<b>Access Seeker</b>” (named below), which terms shall be incorporated by reference in the RAO/Access Agreement or any other definitive contractual instrument(s) as the parties shall mutually execute in respect of the engagement herein. To the extent that the items herein are not expressly varied or amended the provisions herein together with all attached / referenced schedules, appendices and documents, shall operate to legally bind the parties. Capitalised terms and/or acronyms used shall have the meanings corresponding to their descriptions in the Agreement or as defined within the context of this document.</p>			
Part A) ACCESS SEEKER'S PARTICULARS		PARTICULARS OF ACCESS SEEKER CONTACT	
Name of Access Seeker		Name	
Company Registration No		Designation	
Address		Email	
City / Town / State		Mobile	
Postal / Zip Code		Tel	
Country			
Part B) ENGAGEMENT OVERVIEW			
1.	Scope of Access Provider's services offered under the RAO	<b>Principal Services</b>	
		Services as set out in subparagraph 4(7) of the Commission Determination on Access List (Determination No. 2 of 2015)	
2.	Schedules and Appendices	<b>Schedule 1</b>	▶ Particulars of Engagement
		<b>Schedule 2</b>	▶ Engagement Term Sheet
		<b>Schedule 3</b>	▶ Non-Disclosure Agreement
		<b>Schedule 4</b>	▶ Technical Schedule
		<b>Schedule 5</b>	▶ Component for Basic Infrastructure Sharing Service Fee
		<b>Schedule 6</b>	▶ Schedule of Fees
Part C) OPERATIONAL AND TECHNICAL ASPECTS			

No.	Item	Item as defined in RAO & explanation	Particulars of this Engagement	RAO clause reference	
3.	<b>Effective Date</b>	<b>Effective Date</b> <i>The date on which the term of the Agreement commences.</i>	[date]	3.5	
4.	<b>Service Term per Site</b> • <i>Distinct from the Agreement, this item relates to each individual Site leased by the Access Seeker</i>	a) <b>Term</b> <i>The applicable term for each Site leased under the Agreement.</i>	Fifteen (15) years	3.5.1	
		b) <b>Renewal Term</b> <i>The applicable term for each Site renewal.</i>	shall be agreed upon by the Parties and the Infrastructure Sharing Service Fees applicable to a Renewal Term shall be at a reasonable market rate to be agreed upon by the Parties taking into account appropriate discounts for the volume of Sites leased under this Agreement and Access Seeker's status as an anchor tenant	3.5.2	
		c) <b>Non-Renewal Notice Period</b> <i>Minimum notice period if Access Seeker does not wish to renew a Site Agreement.</i>	120 days	3.5.2	
		d) <b>Lock-in period</b> <i>Period during which termination of Site Agreement is deemed to be premature, and subject to liquidated damages.</i>	Twelve (12) years	3.5.3	
5.	<b>Early termination liquidated damages</b>	a) <b>During Lock-In Period</b>	Liquidated damages are payable in accordance with the formula $(A \times B) \times (1 + C)$ where:		
			A	=	the greater of (i) the remaining and unexpired months of Lock-in Period or (ii) the applicable notice period for termination; and
			B	=	the applicable monthly Infrastructure Sharing Service Fee for the relevant Site.
		C	=	the applicable annual escalation rate for such Site under Item 7.3 of Schedule 6.	
		b) <b>After Lock-in Period</b>	No liquidated damages payable.		
6.	<b>Types of Structures on</b>	<b>No</b> <b>Structure Type</b>	<b>Description</b>		

	<b>which Access is Offered</b>	a) <b>Ground-Based Sites ("GBT")</b>	▶	Any Telecommunication Infrastructure which is erected on the ground excluding Special Structures.
		b) <b>Rooftop Sites ("RTT" or "RTP")</b>	▶	A Site situated on or within the rooftop of a building, and includes rooftop pole Sites and rooftop Telecommunication Infrastructure Sites.
		c) <b>In-Building Solutions ("IBS Sites")</b>	▶	In-building Sites within buildings for boosting capacity and/or coverage capacity within such buildings.
		d) <b>Special Structures</b>	▶	Includes Rapid pole (Rapole) Sites, Sites on billboards, water tank or lamp poles, aesthetic monopoles, monopoles, guyed masts, and minarets.
		e) <b>Built to Suit Sites</b>	▶	Any build-to-suit Site which is constructed by Access Provider pursuant to a Service Order and Variation Order delivered by the Access Seeker to cater for any specific or non-standard equipment of the Access Seeker.
		f) <b>Non-Standard Sites</b>	▶	shall mean, light non-standard structures, Sites with Telecommunication Infrastructures of a height greater than four hundred (400) feet or less than one hundred fifty (150 feet). Schedule 6 contains a list of Non-Standard Sites as of the Operationalization Date.
		g) <b>Monopole Sites</b>	▶	Aesthetic monopole and monopole, regardless of height.
		h) <b>Temporary Structures</b>		shall mean structures that are temporary in nature, including but not limited to, Cell/s on Wheels (or mobile BTS), RAMOs and portable BTS.
7.	<b>Uptime and Downtime</b>	<b>Item as defined in Agreement &amp; explanation</b>	<b>Particulars of this Engagement</b>	<b>Agreement clause reference</b>

		a)	<b>Required Uptime Level per month</b>	the agreed upon percentage of time for each month that Access Seeker's Equipment does not experience Downtime. For the first three (3) month period from the Operationalization Date the Required Uptime Level shall be 99.7%. Thereafter, the Required Uptime Level for all Sites shall be agreed upon by Access Seeker and Access Provider acting reasonably and the Required Uptime Level shall be determined by taking account of the uptime level and other relevant factors in each region for the three (3) month period following the Operationalization Date, provided that until the Parties agree upon a revised Required Uptime Level, the Required Uptime Level shall continue to be 99.7%. During any time in which a Site is off-air due to factors other than Downtime, such Site shall be considered not to be off-air	4.2.22
8.	<b>Unauthorized Equipment</b>	a)	<b>Unauthorized Equipment Notice Period</b> <i>Time in which Access Provider may require Access Seeker to remove Unauthorized Equipment.</i>	14 days	16.5.1
		b)	<b>Unauthorized Equipment Removal Period</b> <i>Period of time granted to Access Seeker to remove Unauthorized Equipment.</i>	90 days	16.5.1

9.	<b>Interference</b>	a)	<b>Access Seeker Interference Resolution Period</b> <i>Time for Access Seeker to dispute Access Provider's interference determination.</i>	96 hours	21.1.4
10.	<b>Force Majeure</b>		<b>Force Majeure Notice Period</b> <i>Time for notifying an event of Force Majeure.</i>	10 Business Days	4.1.7 / 4.2.17
11.	<b>Expiry of Land Lease for a Site</b>	a)	<b>Land Lease Extension Period</b> <i>Time prior to termination for Access Provider to extend the lease for a Site.</i>	Six months prior to expiry	4.2.14
		b)	<b>Land Lease Extension Period (Renewal Term)</b> <i>Time prior to renewal for Access Provider to extend the lease for a Site.</i>	60 days prior to expiry of the Renewal Term	4.2.14
		c)	<b>Land Lease Expiry Notice Period</b> <i>Time for Access Provider to notify Access Seeker of a lease set to terminate or expire.</i>	Not less than 90 days and not more than 180 days prior to termination	4.2.14
12.	<b>Site Access</b>	a)	<b>Site Access Hours</b>	24 hours per day, 7 days per week	20.1
		b)	<b>Site Access Notice Period</b> <i>Notice required from Access Seeker wishing to conduct planned maintenance activities.</i>	3 Business Days	20.1.2(a)
		c)	<b>Site Access Work Permit Issuance Period</b> <i>Time for Access Provider to issue permit to work.</i>	2 Business Days	20.1.3
		d)	<b>Site Access Emergency Notice Period</b> <i>Prior notice required for emergency access.</i>	24 hours	20.2.1
13.	<b>Termination of Agreement</b>		<b>Refund Period</b> <i>Time for Access Provider to refund pre-paid amounts on termination.</i>	2 months	11.2.1

14.	<b>Termination of Site Agreement</b>	a)	<b>Material Breach Remedy Period</b> <i>Notice for required for termination on material breach.</i>	30 days	11.5.1 / 11.13.1
		b)	<b>Downtime Termination Period</b> <i>Length of downtime allowing termination.</i>	30 days	11.5.4
		c)	<b>Force Majeure Termination Period</b> <i>Length of force majeure allowing termination.</i>	90 days	11.5.5 / 11.13.4
		d)	<b>Access Seeker Termination Notice Period</b> <i>Notice required for termination after the Lock-In Period.</i>	3 months	11.5.8
		e)	<b>Interference Termination Period</b> <i>Length of unresolved interference permitting termination.</i>	60 days	11.13.2
		f)	<b>Overdue Invoice Suspension Period</b> <i>Length of overdue invoice permitting suspension.</i>	45 days	11.14.4
		g)	<b>Access Provider Termination Notice Period</b> <i>Length of notice for termination by Access Provider after the Lock-in Period.</i>	6 months	11.13.7
15.	<b>Insurance</b>	a)	<b>Insured Amount</b> <i>Minimum value of comprehensive general liability insurance.</i>	To be mutually agreed	10.1
		b)	<b>Insurance Cancellation Notice Period</b> <i>Prior written notice required for cancellation of insurance policy.</i>	30 days	10.2
<b>Part D) FINANCIAL MATTERS</b>					
16.		a)	<b>For Indoor Space</b>	As set out in Schedule 6	

	<b>Monthly increased lease rates for Additional Floor Space</b>	b)	<b>For Outdoor Space</b>	As set out in Schedule 6	
17.	<b>Payment Terms</b>		<b>Item as defined in Agreement &amp; explanation</b>	<b>Particulars of this Engagement</b>	<b>Agreement clause reference</b>
		a)	<b>Invoice Period</b> <i>Periodic frequency and billing cycle of each invoice.</i>	Issued in advance of each calendar month	5.3
		b)	<b>Currency of payment</b>	Malaysian Ringgit	5.3
		c)	<b>Initial Billing Period</b> <i>Billing period of first / initial Invoice.</i>	One year in advance	5.4
		d)	<b>Fee Disagreement Notice Period</b> <i>Contractual notification period for the raising of any disagreement on an invoice.</i>	14 days from receipt of the Invoice	5.2.3
		e)	<b>Invoice Due Date</b> <i>Day on which invoices are payable.</i>	45 days	5.3
		f)	<b>Invoice Error Correction Period</b> <i>Period provided to Access Provider to rectify/remedy and errors in its invoice.</i>	10 Business Days	5.5
		g)	<b>Interest on Late Payment</b>	As set out in subsection 5.11.15 of the MSA.	5.6
		h)	<b>Backbilling Period</b> <i>The maximum allowable period for Access Provider to bill for items that have been overlooked/omitted in previous invoices.</i>	a) Access Seeker shall not be required to pay any Infrastructure Sharing Service Fees for an invoice which is more than 6 months after the date such charge originally accrued; b) Notwithstanding (a) above, Access Seeker	5.7

			<p>shall pay the invoices delivered after the six months, in the event Access Provider provides a notice in writing within 6 months after the date such charge originally accrued that they will provide an invoice at a later time but shall not exceed 1 year from the date of such charge accrued;</p> <p>c) Access Seeker shall not pay any invoices delivered after 1 year period notwithstanding of the Access Provider notice under item (b) above.</p>	
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**Part E) OFFER & ACCEPTANCE**

		<b>Offered for and on behalf of Access Provider by:</b>	<b>Accepted for and on behalf of Access Seeker by:</b>
18.	<b>Signature</b>		
	<b>Name</b>		
	<b>Designation</b>		
	<b>Date</b>		

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**SCHEDULE 2 - ENGAGEMENT TERM SHEET FORM**

ENGAGEMENT TERM SHEET			
<b>PREAMBLE</b>			
A preliminary outlining of key terms of engagement for the provision of the “Services” between <b>Touch Mindscape Sdn. Bhd.</b> (Company No. 743499-T) (“the <b>Access Provider</b> ”) and the “ <b>Access Seeker</b> ”, which terms shall be binding in its own right or form the basis of a comprehensive and expanded Reference Access Order (“ <b>RAO</b> ”) or such other definitive contractual instrument(s) as the parties may mutually execute in respect of the engagement herein. To the extent that the items herein are not varied or amended in the RAO that may be entered into by and between the parties, this Engagement Term Sheet (“ <b>ETS</b> ”) which is inclusive of all attached / referenced schedules, appendices and documents, shall operate to legally bind the parties. Unless otherwise provided, capitalised terms shall have the meanings corresponding to their description in the column marked “Items” and acronyms shall be defined within the context of this document.			
Part F) ACCESS SEEKER and ACCESS SEEKER’S PARTICULARS		PARTICULARS OF CONTACT PERSON	
Name of Access Seeker		Name	
Registration No		Designation	
Address		Email	
City / Town / State		Mobile	
Postal / Zip Code		Tel	
Country		Fax	
Part G) ENGAGEMENT OVERVIEW			
No.	Items	Particulars / Description / Details	
19.	Scope of the Access Provider’s Services	The provision of consolidated infrastructure solution Services (defined below) over the course of the Service Term herein for network operators and/or service providers in respect of the Sites (defined below), and such other locations, premises, areas whatsoever as may be agreed between the parties, comprising:	
		<b>Basic Infrastructure Sharing Service:</b>	
		a)	Infrastructure Access and Site Acquisitions
		b)	Real Estate (Property) and Third Party Management in respect of Sites
		c)	Operations and Maintenance of grounds and all passive equipment on Sites
		<b>Optional Add-On Service:</b>	
		d)	Provision of energy back-up (Battery / Rectifier / Genset)
20.	Schedules Accompanying (and Integral to) this ETS	<b>Schedule 1</b>	▶ List of all Access Seeker’s Sites to be serviced
		<b>Schedule 2</b>	▶ the Access Provider’s Basic Infrastructure Sharing Service Fees
		<b>Schedule 3</b>	▶ Fees/charges for Optional Add-On Services
		<b>Schedule 4</b>	▶ Charges for provisioning of diesel generators
		<b>Schedule 5</b>	▶ Specimen Service Order to initiate commencement of Services by the Access Provider

		<b>Schedule 6</b>	►	Specimen Certificate of Ready for Active Installation to indicate that the Site is ready for Access Seeker’s installation		
21.	<b>Sites</b>	Sites containing infrastructure used for telecommunications, broadcasting, transmission (whether passive or active) or other cognate purposes (each known as a “Site”), whether on an individual or collective basis, confined specifically to the premises / locations described in <b>Schedule 1</b> to this ETS. The parties hereby agree that the list of the Access Seeker’s Sites to be serviced as specified in Schedule 1 hereto is subject to revision by mutual agreement between the parties.				
22.	<b>Service Term per Site</b>	A total of FIFTEEN (15) years, comprising both of the following: (a) <b>Lock-In Period:</b> An initial period of TEN (10) years of the Service Term, during which period termination will be subject to the Early Termination liquidated damages (defined below); and (b) <b>Penalty-Free Period:</b> The remaining FIVE (5) years of the Service Term, during which period Access Seeker may terminate Services for the Site in question.				
23.	<b>Early Termination Liquidated Damages</b>	a)	<b>During the Lock-In Period</b>	Liquidated damages payable in accordance with the formula (AxB) x (1+C) where:  A: months remaining in the Lock-In-Period or the applicable Termination Notice period (defined below), whichever greater; B: applicable monthly infrastructure sharing service fee; and C: applicable Annual Escalation Rate.		
		b)	<b>During the remaining Penalty-Free Period</b>	Nil		
24.	<b>Annual Escalation Rate</b>	Two point five percent (2.5%) calculated against the aggregate total of fees payable for each Site serviced applicable from the first anniversary of the effective date of RFAI (defined below).				
25.	<b>Applicable Discounts (if any)</b>	a)	<b>Pre-Existing Sites</b>	(Not applicable)		
		b)	<b>New Sites</b>	(Not applicable)		
26.	<b>Types of Structures on which Access is Offered</b>	<b>Ground Based Sites (“GBT”)</b>	<b>Ground Based Special Structure Sites (“GBT Special Structure”)</b>	<b>Rooftop Sites (“RTT” or “RTP”)</b>	<b>In-Building Solutions (“IBS”)</b>	<b>Special Structures including Mobile Sites</b>

		Any Site which is erected on the ground (and not on a rooftop) excluding Special Structure	Any Site which locates monopole type structures. The parties agree that detail definition will be further defined in RAO or such other definitive contractual instrument(s) as the parties shall mutually execute in respect of the engagement herein.	A Site situated on or within the rooftop of a building, and includes rooftop pole Sites and rooftop Tower Sites	In-building Sites within buildings for boosting capacity within such buildings	Includes Cell/s on Wheels (i.e. mobile BTS/s), RAMOs, Rapid pole (Rapole), lampole, water tank, billboard and other non-standard structures.	
27.	<b>Standard Configuration for each Site according to Structure</b> (Modifications to which will result in fee variations in the form of Additional Loading charges)	<b>Structure Type</b>		<b>No. of Antennae</b>	<b>No. of Microwave Dishes ("MW")</b>	<b>No of Remote Radio Units ("RRU")</b>	
		a)	Ground Based Sites	6	2	3	
		b)	Ground Based Special Structure Sites	3	1	3	
		c)	Roof top sites	3	1	3	
		d)	All Special Structures (except Cell on Wheels)	3	1	3	
		e)	Cell on Wheels	3	1	0	
28.	<b>Base Parameters in determining Standard Configuration</b>	<b>No</b>	<b>Parameters</b>				<b>Quantities / Details</b>
		a)	Maximum diameter of each MW dish (Ground Based Sites)				1.2 m
		b)	Maximum diameter of each MW dish (Roof top sites and Special Structures)				0.6 m
		c)	Maximum length of radio antennae				2.5 m
		d)	Maximum floor space occupied by indoor Base Transceiver Station ("BTS")				1.0 sqm
		e)	Maximum floor space occupied by outdoor BTS				1.5 sqm
		f)	Average power consumption of Operator Equipment				Maximum of 2 kW
		g)	Outdoor plinth				Yes
		h)	AC power and grounding system				Yes
29.	<b>Delivery Commitments</b>	<b>No</b>	<b>Type of Site</b>	<b>Delivery Period</b>			

		a)	<b>the Access Provider's Pre-Existing Sites</b>	Certificate of Ready For Active Installation (“ <b>RFAI</b> ”) delivered within thirty (30) days from the latest of the Access Provider’s receipt of Access Seeker’s service order and all requisite specifications.		
		b)	<b>New Sites acquired on Access Seeker’s behalf</b>	Depending on type of structure and excluding such period as may be required for approval / permission / consent of the relevant authority, RFAI will be delivered in accordance with the following delivery schedules:		
				(i)	<b>GBT</b>	(Not applicable)
				(ii)	<b>RTT / RTP</b>	(Not applicable)
				(iii)	<b>IBS</b>	(Not applicable)
(iv)	<b>Special Structures</b>	(Not applicable)				

30. **Service Level Commitment**

31. **Validity of ETS**  
 The parties hereby agree that the terms and conditions in this ETS shall be binding on both parties subject always to signing the RAO or such other definitive contractual instrument(s) that the parties may mutually execute in respect of the engagement herein. For the avoidance of doubt, the parties may execute the RAO or such other definitive contractual instrument(s) within a specified period of time as shall be negotiated and mutually agreed upon by the parties.

**Part H) PAYMENT ITEMS & ASSOCIATED FEES / CHARGES / RATES**

No	Description	Charges / Rates / Prices (RM)			
32.	<b>Charges / Rates / Prices</b>	<b>One Time Charges</b>			
		a)	Fiber Access Fee		
		b)	Grid Connection Cost		
		c)	Generator Set Mobilization / Demobilization cost		
		d)	Variation order / upgrades made to the site at the Access Seeker’s request		
		<b>Recurring Charges</b>			
		e)	the Access Provider's applicable Basic Infrastructure Sharing Service Fees, appended hereto as <b>Schedule 2</b>		
		f)	the Access Provider's applicable Basic Infrastructure Sharing Service Fees together with Optional Add-On Services, appended hereto as <b>Schedule 3</b>		
		g)	Rental Threshold/s (at any time where rental payable to landlord for a Site exceeds the threshold sums on the right, the excess will be payable by the Access Seeker on the Site, or where there is more than one, to be shared equally by all tenants)	<b>GBT/IBS</b>	
				<b>GBT Special Structure</b>	
				<b>RTT</b>	
				<b>Special Structures</b>	

		h)	Electricity / Fuel charges	
		i)	Fiber bandwidth charges	
		j)	Fiber access right-of-way charges	
		k)	Provisioning of diesel generators at Sites per charges in <b>Schedule 4</b>	
<b>Part I) PAYMENTS</b>				
		All invoices are deemed correctly rendered if not disputed in writing within seven (7) days from issuance.		
		<b>No</b>	<b>Item</b>	<b>Billing Period</b>
		a)	<b>One-Time Charges</b>	As incurred
		b)	<b>Service Fees</b>	One year in advance during the Initial Billing Period, and monthly in advance for subsequent periods thereafter
		c)	<b>Electricity/ Fuel Charges</b>	One year in advance during the Initial Billing Period, and monthly in advance for subsequent periods thereafter
33.	<b>Terms of payment</b>	Within <b>forty five (45) days</b> from date of invoice.		
34.	<b>Effects of Late or Non-Payment</b>	In the absence of a bona fide dispute (which dispute shall be documented and acknowledged by both parties), failure to pay within the prescribed time / period (45 days) for payment will render Access Seeker liable to the Access Provider for the Late Payment Charges specified herein. In addition, the Access Provider will be entitled to suspend and/or cease all work or services (as the case may be) until due settlement of all outstanding payments and thereafter, terminate the Services to any Site where payments are outstanding for seventy five (75) days after the relevant due date. Any such suspension or termination of service is subject to the notification requirement to the Commission, as set out in <b>Clauses 11.14 and 11.15</b> of this RAO.		
35.	<b>Late Payment Charges</b>	In the event the Access Seeker does not pay the applicable Infrastructure sharing service fee by the due date, the Access Provider shall be entitled to charge interest on the overdue amount. The interest rate payable shall be equivalent to the prevailing Bank Negara Base Lending Rates plus 300 basis points.		
<b>Part J) GENERAL TERMS</b>				
36.	<b>Fees, Charges and Expenses.</b> Fees, charges, rates and/or prices are exclusive of taxes, must be paid in Ringgit Malaysia. (“Taxes” mean any form of sales, goods and services, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on net income).			
37.	<b>Service Orders.</b> Access Seeker accepts that issuance of a Service Order and acceptance of the same by the Access Provider for any particular Site shall, unless rejected / terminated / lapsed in accordance with agreed processes, be deemed to formalize the obligations outlined in this ETS (or in the eventual RAO that may be entered into by and between the parties) between the parties in respect of that particular Site. (A specimen Service Order is appended as <b>Schedule 5</b> to this ETS). Any Service Order canceled by Access Seeker after acceptance shall be subject to payment of reimbursement charges incurred by the Access Provider.			

38.	<b>Certificate of Ready for Active Installation.</b> This certificate is issued by the Access Provider subsequent to a Service Order, and serves to indicate that the Site is ready for Access Seeker’s installation. Acceptance by Access Seeker shall be deemed to formalize the obligations outlined in this ETS (or in the eventual RAO that may be entered into by and between the parties) between the parties in respect of that particular Site. (A specimen certificate is appended as <b>Schedule 6</b> to this ETS)
39.	<b>Excluded Services.</b> Unless expressly stipulated, the Services provided herein do not include the supply, commissioning, maintenance or any other matter relating to the operation, placement, management whatsoever of any equipment or components which are considered “active” within the definition of applicable laws/regulations or which constitute “transmission” equipment.
40.	<b>Confidentiality.</b> This ETS and its contents are deemed to be confidential.
41.	<b>Disclaimer.</b> All items in this ETS are provided on an “as is” basis and without warranties or conditions of any kind, including the implied warranties of merchantability, non-infringement, and fitness for a particular purpose. the Access Provider does not guarantee or warrant that the use of the Services, in this ETS will be uninterrupted, comply with regulatory requirements, be error free or that the Access Provider is liable to correct any errors arising.
42.	<b>Sharing Rights Unfettered.</b> Nothing in this ETS shall preclude the Access Provider from offering similar Services and equal access on a commercial basis to all Sites, whether pre-existing or acquired on Access Seeker’s behalf, either during the course of this ETS or over the lifetime of the RAO that may be entered into by and between the parties, to any other third party/parties.
43.	<b>Termination of Site Services.</b> Termination of the Access Provider’s Services is subject to written notice of not less than ninety (90) days (“ <b>Termination Notice</b> ”). Any termination of Services for any particular Site or series of Sites during the Lock-In Period shall be subject to the liquidated damages specified in Item 5(a) above. Provided the Termination Notice provisions (or payment in lieu thereof) have been complied with, no liquidated damages will apply for terminations during the remaining Penalty-Free Period. In all other respects, general termination principles will apply for material breach of these provisions by the parties. Any such termination of service is subject to the notification requirement to the Commission, as set out in <b>Clause 11.15</b> of this RAO.
44.	<b>Variation and Effect of Regulatory Compliance.</b> This ETS is subject to the additional obligations of a definitive contract in the form of the RAO and may ultimately undergo variation (by mutual agreement) and to comply with regulatory requirements. Parties accept and acknowledge that nothing will operate or be permitted to operate to diminish or mitigate the Access Seeker’s contractual obligations to pay for Services in respect of any Sites secured under this ETS or the eventual RAO that may be entered into by and between the parties prior to the implementation of regulatory-driven amendments, and will commit their best efforts towards preserving the spirit and intent of the parties herein.
45.	<b>Variation to the ETS.</b> Subject to agreement by the parties to this ETS, any terms in this ETS which is proposed to be varied and added, reduced and/or alter may be affected after the signing of the ETS by means of an addendum to this ETS and/or variation orders duly signed by the parties hereto. In the event of any conflict or inconsistency between any terms in the ETS, the terms in the later addendum and/or variation orders duly signed between the parties shall apply and be valid and binding.
46.	<b>Assignment and Novation.</b> Provided no material prejudice is occasioned to either party and subject to the terms under RAO the parties may assign or novate (whether in whole or in part), sub contract, delegate, transfer or otherwise dispose, at any time during the validity of this ETS, its rights and obligations under the ETS.

**Part K) OFFER & ACCEPTANCE**

47.		<b>Offered for and on behalf of the Access Provider by:</b>	<b>Accepted for and on behalf of Access Seeker by:</b>
	<b>Signature</b>		
	<b>Name</b>		
	<b>Designation</b>		

	Date		
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### SCHEDULE 3 - NON-DISCLOSURE AGREEMENT

#### 1. DEFINITION

##### 1.1 "Confidential Information" shall mean:

- 1.1.1 all commercial, financial, legal and technical information and know-how (whether written, oral or in other recorded or tangible form) provided by a party or its officers or professional advisers on its behalf to the other party in relation to the business and affairs of the same;
- 1.1.2 Customer Information;
- 1.1.3 the contents of any agreements between the parties relating to the Permitted Purpose; and
- 1.1.4 Derived Information.

BUT shall exclude any part of such information which:

- 1.1.5 is or becomes common knowledge without breach of this Agreement by the receiving party; or
- 1.1.6 the receiving party can show:
  - 1.1.6.1 was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - 1.1.6.2 to have been developed by or for the receiving party at any time independently of any information disclosed to it by the disclosing party; or
- 1.1.7 the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party; or
- 1.1.8 is hereafter disclosed by the disclosing party to a third party without restriction on disclosure or use; or
- 1.1.9 is disclosed by the receiving party with the prior written approval of the disclosing party.

##### 1.2 "Customer Information" shall mean any information of a customer that has a contractual relationship with the disclosing party in relation to any market or offer to supply goods or services by the disclosing party to that customer.

BUT shall exclude any part of such information which:

- 1.2.1.1 is publicly available; or
- 1.2.1.2 has been received or developed by the receiving party from sources other than the disclosing party,

and, in either case, information which has not been collected or generated with reference to, or combined with or compared to, information provided in connection with the receiving party's supply of the Facility and/or Service.

- 1.3 **"Derived Information"** shall mean any note, calculation, conclusion, summary, computer database, computer modeling or other material derived or produced partly or wholly from any Confidential Information.
- 1.4 **"Permitted Purpose"** means conducting an assessment of the Confidential Information to evaluate and agree a proposal between the parties, and then undertake, the Negotiations.
- 1.5 **"Negotiations"** shall mean any discussion and negotiations between or within the parties concerning or in connection with the Project.

**"Related Corporation"** means a corporation which is deemed to be related to the first-mentioned corporation by virtue of section 6 of the Companies Act 1965

## **2. HANDLING OF CONFIDENTIAL INFORMATION**

- 2.1 The receiving party shall maintain the other party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving party applies to its own Confidential Information, and in any event with no less than reasonable security and care, which the receiving party warrants as providing adequate protection against unauthorised disclosure copying or use.
- 2.2 The receiving party shall ensure that disclosure of such Confidential Information is restricted to those of its employees, directors, consultants and professional advisers to whom disclosure of the Confidential Information is necessary for the Permitted Purpose PROVIDED THAT in each and every case such employees, directors, consultants and professional advisers are informed of the confidential nature of the Confidential Information and the obligations under this Agreement with regard to protecting the Confidential Information.
- 2.3 Copies or reproductions shall not be made except to the extent reasonably necessary for the Permitted Purpose and all copies made shall be the property of the disclosing party.
- 2.4 All Confidential Information and copies thereof shall be returned to the disclosing party forthwith upon receipt of a written request from the disclosing party or upon termination of this Agreement and in either of such events the receiving party undertakes to destroy all documentation generated from or incorporating any Confidential Information and erase or procure that there be erased all Confidential Information from any computer, word processor or other device containing such information.

## **3. LIMITATIONS OF USE AND WARRANTY**

- 3.1 The receiving party shall:-
  - 3.1.1 not divulge the other party's Confidential Information in whole or in part to any third party;
  - 3.1.2 use the same only for the Negotiations and ensure that the other party's Confidential Information is not reproduced or reduced to writing except as may be required by the

Negotiations and in accordance with procedures devised by the disclosing party to control copying and dissemination;

- 3.1.3 make no commercial use of the same or of any part thereof without the prior written consent of the disclosing party; and
  - 3.1.4 not permit the other party's Confidential Information to go out of its possession custody or control; and
  - 3.1.5 subject to clause 5.2, be entitled to make any disclosure required by law or by the order or ruling of a Court or tribunal or regulatory body of competent jurisdiction or recognised stock exchange of the other party's Confidential Information in which case, if the disclosing party is required to disclose such information it will, unless prohibited from doing so, notify the other party promptly in writing of that fact and in any event, prior to making such disclosure.
- 3.2 The receiving party is expressly prohibited from using any disclosing party's Customer Information to market or offer to supply its goods or services to that or any other customer, including any use or intended use by the receiving party to dissuade that customer from entering into a contractual relationship with the disclosing party for retail services that use the Facility and/or Service as an input or more generally, to persuade that customer to enter into a contractual relationship with the receiving party for its retail services.
- 3.3 Each Party warrants its right to disclose its Confidential Information to the other Party and to authorise the other Party to use the same for the Permitted Purpose.

#### **4. PROPERTY**

- 4.1 All Confidential Information submitted by one party to the other shall remain the property of that party from which it originates. If either party elects not to pursue the business contemplated by this Agreement each party shall forthwith return to the other all information, drawings, specifications and other documents and all copies thereof containing the Confidential Information.
- 4.2 Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise of a licence by the disclosing party to the other to make have made use or sell any product using the Confidential Information or a licence and any patent, patent application, utility model, copyright, mask, work right or any other industrial or Intellectual Property Right covering the same.
- 4.3 No party makes any representation or warranty as to the accuracy or completeness of any Confidential Information disclosed by it.

#### **5. NOTICES OF BREACH AND MANDATORY DISCLOSURE**

- 5.1 The receiving party must:
  - 5.1.1 notify the disclosing party immediately if it becomes aware of a suspected or actual breach of this document or if at any time it has knowledge that Confidential Information has or may come into the hands of third parties other than as permitted in accordance with the terms of this agreement;

- 5.1.2 take all reasonable steps, at its own expense, to assist the disclosing party in preventing any, or any further, unauthorised disclosure or use of Confidential Information.
- 5.2 If the receiving party is or may be required by law or court order or listing requirements of a recognised stock exchange (to which the receiving party is bound) to disclose any of the Confidential Information, the receiving party must immediately notify the disclosing party in writing of the requirement. The receiving party must:
- 5.2.1 to the extent practicable, where the disclosing party requests, assist and permit the disclosing party to oppose or restrict disclosure; and
- 5.2.2 in any event to the extent practicable, where disclosure is required by law or court order, make disclosure on terms which will preserve the strictest confidentiality of the Confidential Information.

## **6. NOTICES**

All notices under this Agreement shall be in writing sent by facsimile or first class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

## **7. TERMINATION**

The Parties agree that this Agreement shall be binding for a period of 12 months from the date hereof and the obligations herein shall survive any termination or conclusion of the Proposal between the parties and shall continue for a period of 12 months from the date of such termination or conclusion.

## **8. NON-ASSIGNMENT**

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

## **9. REMEDIES**

No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

## **10. DAMAGES**

The parties hereto agree that there may be no adequate remedy at law for any breach of this Agreement and accordingly each of the parties hereto in addition to any other remedy or remedies they may have shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the other party to this Agreement and no proof of actual loss or damage shall be necessary for the enforcement of this Agreement. It is hereby acknowledged and agreed that if either party to this Agreement is found by a Court of competent jurisdiction to be in breach of this Agreement such party will reimburse to the other party all reasonable costs and expenses properly incurred by them in seeking any such remedy.

Nothing herein contained shall be construed as prohibiting any party to this Agreement from pursuing any other remedies available to them either at law or in equity for such breach or threatened breach.

**11. LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and each party hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

**12. SEVERANCE OF TERMS**

If any provision or any part of any provision of this Agreement is deemed to be unenforceable or void by any Court or by any competent authority then such provision or part shall be severed from this Agreement and the remainder thereof given effect to if such Court or competent authority determines that such a provision or part would be valid and enforceable having a reduced form scope or term then the same shall be given effect to the such reduced form as to such reduced scope or for such reduced term.

**13. AMENDMENTS**

Any amendments to this Agreement shall only be effective if agreed in writing and signed by both parties.

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## SCHEDULE 4 - TECHNICAL SCHEDULE

### Ground-Based Sites (structures)

1. Metal structure of tower (light weight/ medium weight / heavy weight)
2. Lightning and Surge Protection system
3. Horizontal Cable gantry from equipment location to tower (10m @600mm width)
4. Premix Access road up to 100 meters complete with earth drainage system
5. Civil works
  - a. Concrete plinth for outdoor BTS (5m X 3m)
  - b. Fencing system and entrance gate
  - c. Normal structure foundation based on normal soil investigation report without piling (piling charges shall be extra)
  - d. Drainage system around fencing area
6. AC power supply with utility poles maximum of 10 units without substation
7. AC main distribution board systems (60 Amp-100Amps)
8. Feeder pillar with meter panel (common or individual, individual sub meters may be installed by Access Provider at its own discretion)
9. Basic grounding and earthing system below 10 Ohms
10. Aviation light system compliance to DCA standard.
11. Space for cabin or Outdoor equipment
12. Perimeter lighting 2 nos
13. Main gate padlock (ABUS /SOLEX or equivalent)

### Additional (VO)

1. Horizontal cable tray size 900mm (W) for transmission feeder or waveguide.
2. Rectifier (N+1) and battery with minimum 4 hours backup
3. Cabin
4. Piling
5. Rock excavation
6. Genset c/w auto changeover (AMF)
7. Retaining wall
8. Slope protection
9. Equipment shelter
10. etc

### Rooftop Sites

1. Metal structure of tower (mini structure half of building height or not more than 12 meters height)
2. Lightning and surge Protection system
3. Horizontal Cable gantry from equipment location to tower (10m)
4. Concrete plinth/I beam for outdoor equipment or space for cabin
5. Access path/way
6. Normal structure foundation built based on loading of tower and the building structure
7. AC power supply
8. AC main distribution board systems (60 Amps)
9. meter panel (common or individual, individual sub meters may be installed by Access Provider at its own discretion)
10. Basic grounding and earthing system
11. Cabin/Room space for Indoor BTS

#### Additional (VO)

1. Horizontal cable tray size 900mm (W) for transmission feeder or waveguide.
2. Rectifier (N+1) and battery with minimum 4 hours backup
3. Cabin
4. Genset c/w auto changeover (AMF)
5. Room renovation
6. Aviation lights
7. Equipment shelter and etc

#### IBS Sites

1. Equipment Plinth (Floor Mounted). No plinth required for Wall Mounted.
2. Cabin or Room renovation for electrical equipment
3. Civil Works – Supply and install cable tray / conduit piping:
  - i. For Equipment Room
  - ii. For RF Cable routing inside riser, ceiling and open space
  - iii. For electrical cable routing inside riser, ceiling and open space
4. Civil Works – Coring, Hacking, Plaster Ceiling Opening and Closing
5. Civil Works - AC Main distribution Board System (60 Amp-100Amps) & Submeter (if any)
6. Civil Works- Basic grounding and earthing system below 10 Ohms
7. Civil works – Supply and install electrical cable system
8. Civil works – Supply and install boom for transmission equipment
9. RF Works- Supply and install Feeder Cable ½”, 7/8” and 1 5/8”
10. RF works – Supply and install RF connectors
11. RF works – Supply and install RF combiners and splitters
12. RF Works – Supply and install RF Indoor Antennas complete with mounting
13. RF Works – Supply and install Fiber Cable and power cable for RRU system

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## SCHEDULE 5 - COMPONENT FOR BASIC INFRASTRUCTURE SHARING SERVICE FEE

The Parties acknowledge that the following items are included in the Basic Infrastructure Sharing Service Fees payable under this RAO, to the extent applicable:

No.	Item
1.	Quit rent or land assessment charges in connection with site acquisition
2.	Insurance costs
3.	Site rental charges paid to a Landlord (subject to <b>Item 4</b> of <b>Schedule 6</b> )
4.	Incremental increases in rent payable to Lessors as a result of the addition of additional Users at a Site
5.	Operations & maintenance costs incurred in carrying out Access Provider's Maintenance Services Obligations set forth in <b>Clause 23</b>
6.	Network approval fees / PBT fees / Permit fees
7.	USP fees
8.	Business license fees
9.	Administration charges

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## SCHEDULE 6 - SCHEDULE OF FEES

The Schedule of Fees herein shall be subject to the confidentiality obligations set out in the Non-Disclosure Agreement as may be executed between the Parties.

### 1. **STANDARD CONFIGURATION.**

1.1 The Parties agree that under the terms and conditions of the RAO and the relevant Site Agreement, Access Seeker shall be entitled to install at each Site which is not an IBS Site the Equipment listed in the table below with respect to the types of Site listed in the first row below ("**Standard Configuration**"):

	<b>Ground-Based Site</b>	<b>Rooftop Site/ Non Standard Sites/ Temporary Structures (excluding Cell on Wheels) / Monopole Sites</b>
Number of radio frequency antenna	6	3
Number of microwave dishes	2	1
Number of RRU	3	3
Maximum length of radio frequency antenna	2.5 meters	2.5 meters
Maximum size of each microwave dish	1.2 meters	0.6 meters
Floor Space occupied	Indoor BTS- 1 square meter inside the cabin  Or Outdoor BTS- 1.5 square meter	Indoor BTS- 1 square meter inside the cabin  Or Outdoor BTS- 1.5 square meter
Average power consumption of	Maximum of 2 kW	Maximum of 2 kW

Access Seeker  
Equipment

---

AC power and  
grounding  
system

Yes

Yes

- 1.2 If any Access Provider Site does not contain any microwave dishes and instead uses a fiber connection, the Standard Configuration for such Site shall include the items in the table above except for microwave dishes, and shall instead include such fiber connection at such Site as of the Site Agreement Start Date.
- 1.3 The Standard Configuration for each IBS Site shall be agreed upon by the Parties at the time of Access Seeker's Service Order for such Site and specified in the Site Agreement.

**2. BASIC INFRASTRUCTURE SHARING SERVICE FEES.**

2.1 **Sites.** The following Basic Infrastructure Sharing Service Fee shall be applicable to all Sites that are not:

- 2.1.1 IBS Sites,
- 2.1.2 Non-Standard Sites,
- 2.1.3 Temporary Structures;
- 2.1.4 Monopole Sites; or
- 2.1.5 Custom Built Sites.

2.2 **Applicable Fees.** The Basic Infrastructure Sharing Service Fee shall be applied based on the number of Users at each Site and the height of the Telecommunications Infrastructure as follows, provided that a tenancy solely for the purpose of placing media broadcasting equipment or the equipment of a Governmental Entity and/or non-telco licensee on a Telecommunications Infrastructure shall not be considered a tenancy by a User for the purposes of this **Item 2 of Schedule 6**. Access Provider agrees that the Applicable Fees may be negotiated and agree further between the parties for the purposes of obtain bulk discounts.

2.2.1 Ground-Based Sites in West Malaysia:

Telecommunication Infrastructure Height:	45m	60m	75m	90m	102m	122m
	RM per month					
Single Tenant Site	6,426	8,883	9,450	12,075	15,225	17,325
Two (2) Users	3,672	5,076	5,400	6,900	8,700	9,900

Three (3) Users	2,916	4,104	4,320	5,500	6,900	7,900
Four (4) Users	2,624	3,694	3,888	4,950	6,210	7,110
Five (5) Users	2,362	3,324	3,499	4,455	5,589	6,399
Six (6) Users	2,126	2,992	3,149	4,009	5,030	5,759

2.2.2 Ground-Based Sites in East Malaysia:

Telecommunication Infrastructure Height:	45m	60m	75m	90m	102m	122m
	RM per month					
Single Tenant Site	6,426	8,883	9,450	12,075	15,225	17,325
Two (2) Users	3,672	5,076	5,400	6,900	8,700	9,900
Three (3) Users	2,916	4,104	4,320	5,500	6,900	7,900
Four (4) Users	2,624	3,694	3,888	4,950	6,210	7,110
Five (5) Users	2,362	3,324	3,499	4,455	5,589	6,399
Six (6) Users	2,126	2,992	3,149	4,009	5,030	5,759

2.2.3 Rooftop Sites:

Telecommunication Infrastructure Type:	Boom	Tripod	Unipole	Unipole	Unipole	Mini Structure
Telecommunication Infrastructure Height (as applicable):			3 meters	6 meters	9 meters	
	RM per month					
Single Tenant Site	4,716	4,769	3,855	4,187	4,591	4,760
Two (2) Users	3,434	3,671	3,025	3,279	3,586	3,685
Three (3) or more Users	3,434	3,671	3,025	3,279	3,586	3,685
Four (4) or more Users	3,434	3,671	3,025	3,279	3,586	3,685
Five (5) or more Users	3,434	3,671	3,025	3,279	3,586	3,685

**2.2.4 Terminated or Lapsed Tenancy.**

- (a) Subject to **Item 2.2.4(b) of Schedule 6**, if the tenancy of another User at a Site lapses or expires for any reason:
  - (i) the Basic Infrastructure Sharing Service Fee payable by the Access Seeker for that Site will be increased immediately, commensurate with the rate prescribed under this Agreement for the relevant number of Users at the Site excluding the lapsed or expired tenancy of that other User; and
  - (ii) any other Infrastructure Sharing Service Fee or other amount specified in this Agreement which is calculated based on the number of Users at a Site (including in relation to fuel or electricity costs, Upgrades, Permit Fees Threshold and the Rental Threshold) will thereafter be calculated based on the remaining number of Users at the Site excluding the lapsed or expired tenancy of that other User.
  
- (b) Notwithstanding **Item 2.2.4(a) of Schedule 6**, if the tenancy of another User at a Site is terminated for any reason whatsoever within that User’s applicable Lock-in Period:
  - (i) the Access Seeker shall continue to be entitled to pay such reduced Basic Infrastructure Sharing Service Fee for the remaining and unexpired Lock-In Period of the other User (as if the tenancy of such other User had not been terminated), and thereafter, the Basic Infrastructure Sharing Service Fee payable by the Access Seeker for that Site will be increased immediately according to the actual number of Users at the Site, if any; and
  - (ii) any other Infrastructure Sharing Service Fee or other amount specified in this Agreement which is calculated based on the number of Users at a Site (including in relation to fuel or electricity costs, Upgrades, Permit Fees Threshold and the Rental Threshold) will thereafter be calculated based on the remaining number of Users at the Site excluding the terminated tenancy of that other User.
  
- (c) The Access Provider shall notify the Access Seeker in writing at least thirty (30) days prior to the date the tenancy of the other User terminating, lapsing or expiring of the following:
  - (i) the date tenancy of the other User will terminate, lapse or expires; and
  - (ii) in the case of termination, the duration of the remaining and unexpired Lock In Period.

**2.3 Special Structure, Non-Standard and Custom Built Sites.** The monthly Basic Infrastructure Sharing Service Fee for each Non-Standard Site or Custom-Built Site shall be determined using the following formula:

Infrastructure Sharing Service Fee =
--------------------------------------

(((CAPEX*X) + Monthly operating expenditure)*(1+USP Charges + BL Charges)) * (1 + 18%)			
Legend u	X	=	8.2% WACC for a ten year lock-in period
	USP Charges	=	6%
	BL Charges	=	0.5%
	CAPEX	=	Total capital expenditure reasonably incurred by Access Provider (including strengthening capital expenditure and one-time operating expenditure)

2.3.1 Prior to the construction of each Custom-Built Site, the Access Seeker and the Access Provider shall agree upon the monthly Basic Infrastructure Sharing Service Fee applicable for such Site, including any adjustments to such fee as a result of changes in the number of Users at such Site.

2.3.2 In the event a Site is not a Single Tenant Site, the Infrastructure Sharing Service Fee determined in accordance with this item shall be reduced by twenty five percent (25%).

2.4 **Temporary Structures.** The Basic Infrastructure Sharing Service Fee for any Temporary Structure shall be mutually agreed between the Parties. For the avoidance of doubt, the Access Seeker shall pay any applicable Access Seeker Utility Charges for the Temporary Structure in accordance with **Item 5 of Schedule 6**. Subject to **Item 4.8 of Schedule 3**, the Access Seeker shall bear the following relocation costs associated with the deployment of a Cell on Wheels (not for other Temporary Structures):

2.4.1 site acquisition costs,

2.4.2 costs associated with the disconnection of power supply at the prior site, and

2.4.3 power supply connection costs at the new site.

2.5 **Additional Charges at the Sites.** If the Access Seeker requires an Indoor Site at any newly leased Site that is a Ground-Based Site, the Access Seeker shall pay the following charge in addition to the Basic Infrastructure Sharing Service Fee each month for so long as such Site remains an Indoor Site:

	West Malaysia	East Malaysia
	RM per month (1 square meter)	
Single Tenant Site	1,423	1,637
Two (2) Users	809	930
Three (3) Users	647	744
Four (4) Users	582	670
Five (5) or more Users	518	595

**3. LOADING CHARGES.**

3.1 **Applicability.** The following charges shall apply in the event the Access Seeker installs Equipment exceeding the Standard Configuration. If the Access Seeker removes Equipment which is subject to Loading Charges, the relevant Loading Charges will no longer be payable starting from the day following the date of such removal.

3.2 **Antennas or Dishes.** In the event of antennae and/or dishes in excess of the Standard Configuration:

3.2.1 Additional radio frequency antennas shall be subject to the following Loading Charges per antenna:

<b>Size of additional antenna</b>	<b>Monthly Loading Charges in RM</b>
Up to 2.5m	500
Above 2.5m	1,000

3.2.2 Additional microwave dishes shall be subject to the following Loading Charges per dish:

<b>Size of additional dish</b>	<b>Monthly Loading Charges in RM (Ground-Based Site)</b>
Up to 1.2m	500
Above 1.2m	1,000

<b>Size of additional dish</b>	<b>Monthly Loading Charges in RM (Rooftop Site/ Non- Standard Sites / Temporary Structures / Monopole Sites)</b>
Up to 0.6m	500
Above 0.6m	1,000

3.2.3 The Parties agree that if the Access Seeker installs additional antennas or dishes under this RAO, the Access Provider shall provide, at the Access Provider's cost, any related cable trays and other related accessories which are necessary to facilitate the installation of the Access Seeker's antennas or dishes.

3.3 **Additional Floor Space.** In the event the Access Seeker leases additional floor space at a Site (in a cabin), the monthly rate for the lease of such BTS cabinet shall be increased:

3.3.1 in the case of an Indoor Site by RM25 per additional 0.5 square meter or any portion thereof; or

3.3.2 in the case of an Outdoor Site by RM10 per additional square meter for each square meter or any portion thereof in excess of the applicable Standard Configuration pertaining to floor space.

3.4 **Remote Radio Units (RRUs).** Loading Charges for additional RRUs shall be subject to the following charge:

Number of RRUs	Monthly Loading Charges in MR
For every additional set of 3 RRUs below 8 feet	500
For every additional set of 3 RRUs above 8 feet	1,000

3.5 **Infrastructure Sharing Service Fees for Variation or Upgrade of a Site.** If the Access Provider performs an Upgrade at a Site at the Access Seeker's request in accordance with the RAO or modifies a Site pursuant to a Variation order in accordance with the RAO, the Infrastructure Sharing Service Fee for such Site shall be increased as follows for each RM1,000 of capital expenditure occurred following completion of the Upgrade or variation:

	<b>Additional Monthly Infrastructure Sharing Service Fee for years 1-10 of the lease in RM</b>
Single Tenant Site	17.32
Site with two (2) Users	10.83
Site with three (3) or more Users	8.66

3.5.1 The Access Seeker may choose at its sole discretion to reimburse the Access Provider for the costs of the Upgrade or variation as a one-time cost, in which case, the monthly Infrastructure Sharing Service Fee for such Site shall not be subject to an increase in connection with such Upgrade or variation.

3.5.2 If the Access Seeker terminates the Site Agreement for a Site at which the Access Provider has carried out an Upgrade or variation in accordance with the RAO prior to the date

which is ten (10) years from the date of such Upgrade or variation, the Access Seeker shall still be obligated to pay the Access Provider the applicable remaining amount of the charges set forth in the above table as a one-time payment. For the avoidance of doubt, if the Access Seeker pays liquidated damages for termination of a Site under the last paragraph of **Clause 12.1** (and such liquidated damages takes into account the additional Infrastructure Sharing Service Fee payable in accordance with this **Item 3 of Schedule 6**), the Access Seeker shall not be required to pay the remaining amount of charges set forth in the preceding sentence.

- 3.6 **Power Rating.** To the extent that the average power consumption by the Access Seeker's Equipment exceeds the limits set forth in the Standard Configuration, the Access Seeker shall pay RM500 for every additional 1.5 kilowatts of average power consumption it requires or fraction thereof.

**4. ACCESS SEEKER RENTAL CHARGES.**

- 4.1 **Rental Charges.** The Access Provider shall be responsible for all rental charges to the Landlord under the Land Lease for each Site and Temporary Structure up to the Rental Threshold.

- 4.2 **Rental Threshold.** The threshold for the rental charges payable by the Access Provider under the Land Lease at any Site or Temporary Structure is as follows:

4.2.1 RM3,000, in the case of Ground-Based Sites and IBS Sites,

4.2.2 RM2,500 for Rooftop Sites:

4.2.3 RM2,500 for other Non-Standard Sites; or

4.2.4 RM3,000 for Monopole Sites; or

4.2.5 RM2,500 for Temporary Structures,

(the monetary thresholds above shall be collectively referred to as the "**Rental Threshold**").

- 4.2.6 (a) If the Site is a Single Tenant Site or the Access Seeker is the only User on a Site, the Access Seeker shall reimburse the Access Provider for the difference between the actual rental charge and the Rental Threshold (where the actual rental charge is higher than the Rental Threshold), and

(b) If the Site is not a Single Tenant Site or there is other User(s) on the Site, the Access Seeker shall reimburse the Access Provider for its proportional share (divided equally between the number of Users on the Site) of the difference between the actual rental charge and the Rental Threshold.

- 4.3 **Permit Fees Threshold.** The threshold fees for Permits (including but not limited to quit rent, assessment, approvals) under the Sites is RM2,500 only ("**Permit Fees Threshold**").

In the event the permit fees is more than the Permit Fees Threshold, the Access Seeker will reimburse the difference between the permit fees and the Permit Fees Threshold where the Site

is a Single Tenant Site or the Access Seeker is the only User. Where the Site is not a Single Tenant Site or where the Access Seeker is not the only User, the Access Seeker shall reimburse the Access Provider for its proportional share (divided equally between the number of Users on the Site) of the difference between the permit fees and the Permit Fees Threshold.

- 4.4 The differential between the permit fees and Permit Fees Threshold shall be included in each Invoice for the relevant Site and shall be payable together with Infrastructure Sharing Service Fees in accordance with **Clause 3.3** of the RAO.

**5 ACCESS SEEKER UTILITY CHARGES.**

- 5.1 **Gensets.** In the event the Access Seeker requests the use of a generator at a Site, the Access Provider shall provide generator sets for use at the Site, subject to the following charges:

<b>Type of Generator Set</b>	<b>Monthly Rental Fee per standby generator set in RM at Sites with an existing power supply</b>	<b>Monthly Rental Fee per two generator sets (i.e. mutual genset) in RM at Sites without an existing power supply</b>
20KVA-29KVA	2,304	2,880
30KVA-44KVA	3,456	4,320
45KVA-50KVA	4,320	5,400

- 5.1.1 In the event the relevant generator set is not listed in the table above, the Access Provider and the Access Seeker shall agree on the appropriate charges based on customary market rates for the rental of such generator sets. In addition, a one-time utilization charge of RM500 shall be applicable each time the Access Seeker requires the usage of a generator set in accordance with Schedule 6. Such utilization charge shall be payable as follows:

- (a) if the Site is a Single Tenant Site, the Access Seeker shall pay the entire utilization charge, and
- (b) if the Site is not a Single Tenant Site, the Access Seeker shall pay for its proportional share (based on the number of Users on the Telecommunications Infrastructure) of the utilization charge.

- 5.1.2 The Access Seeker shall bear its proportional share of the fuel costs associated with its use of generator sets in accordance with Schedule 6, provided that to the extent the Access Seeker's proportional share of such fuel costs plus the generator set rental charges set forth above, exceed the amounts specified in the table below, the Access Provider shall bear all such excess costs.

<b>Type of Generator Set</b>	<b>Monthly cap in RM</b>
20KVA-29KVA	7,000
30KVA-44KVA	8,000
45KVA-50KVA	13,000

**5.2 Electricity and Fuel Costs.** The fuel costs for fueling generator sets and electricity costs (if the Access Seeker does not have a separate utility sub-meter installed) in respect of which the Access Seeker is required to pay the Access Seeker Utility Charges shall be payable by the Access Seeker as follows:

5.2.1 If the Site is a Single Tenant Site, the Access Seeker shall be required to pay the full amount of such charges;

5.2.2 If the Site has two (2) Users:

- (a) if the Access Seeker is using an indoor cabin and the other User is not, the Access Seeker shall pay sixty percent (60%) of such charges,
- (b) if the other User is using an indoor cabin and the Access Seeker is not, the Access Seeker shall pay forty percent (40%) of such charges or
- (c) if both Users are using an indoor cabin, or if none are, the Access Seeker and the other User shall each pay fifty percent (50%) of such charges;

5.2.3 If the Site has three (3) Users:

- (a) if the Access Seeker is using an indoor cabin and the other Users are not, the Access Seeker shall pay sixty percent (60%) of such charges,
- (b) if at least one (1) other User is using an indoor cabin and the Access Seeker is not, the Access Seeker shall pay twenty percent (20%) of such charges or
- (c) if at least two (2) Users (including the Access Seeker) or all Users are using an indoor cabin, or if none are, the Access Seeker shall pay thirty three percent (33%) of such charges;

5.2.4 If the Site has four (4) Users:

- (a) if the Access Seeker is using an indoor cabin and the other Users are not, the Access Seeker shall pay forty percent (40%) of such charges,
- (b) if the Access Seeker and one (1) other User or the Access Seeker and two (2) other Users are using an indoor cabin and the other Users are not, the Access Seeker shall pay thirty percent (30%) of such charges,

- (c) if the Access Seeker and one (1) other User or the Access Seeker and two (2) other Users are not using an indoor cabin, the Access Seeker shall pay twenty percent (20%) of such charges,
- (d) if all other Users are using an indoor cabin and the Access Seeker is not, the Access Seeker shall pay ten percent (10%) of such charges, or
- (e) if all Users (including the Access Seeker) are using an indoor cabin or all Users (including the Access Seeker) are not, the Access Seeker shall pay twenty five percent (25%) of such charges;

5.2.5 If the Site has five (5) Users:

- (a) if the Access Seeker is using an indoor cabin and the other Users are not, the Access Seeker shall pay thirty percent (30%) of such charges,
- (b) if the Access Seeker and one (1) other User are using an indoor cabin and the other Users are not, the Access Seeker shall pay twenty three percent (23%) of such charges,
- (c) if the Access Seeker and two (2) other Users are using an indoor cabin and the other Users are not, the Access Seeker shall pay twenty three and one third percent (23.3%) of such charges,
- (d) if the Access Seeker and three (3) other Users are using an indoor cabin and the remaining User is not, the Access Seeker shall pay twenty two percent (22%) of such charges,
- (e) if the Access Seeker and one (1) other User are not using an indoor cabin, the Access Seeker shall pay fifteen percent (15%) of such charges,
- (f) if the Access Seeker and two (2) other Users are not using an indoor cabin, the Access Seeker shall pay eighteen percent (18%) of such charges,
- (g) if the Access Seeker and three (3) other Users are not using an indoor cabin, the Access Seeker shall pay fifteen percent (15%) of such charges,
- (h) if all other Users are using an indoor cabin and the Access Seeker is not, the Access Seeker shall pay twelve percent (12%) of such charges, or
- (i) if all Users (including the Access Seeker) are using an indoor cabin or all Users (including the Access Seeker) are not, the Access Seeker shall pay twenty percent (20%) of such charges.

5.2.6 In the event the Access Seeker has installed its own separate utility meter installed at any Site and the Access Seeker receives an invoice for its electricity charges directly from the utility provider, the Access Seeker shall be responsible for payment of its own electricity charges and such charges shall not be charged as a pass-through cost to the Access Seeker under this RAO.

5.2.7 If a Site has more than three (3) Users, the Access Provider shall use commercially reasonable efforts to procure that such Users install separate utility sub-meters. If such Users install

separate sub-meters, with respect to electricity charges, the Access Seeker shall only be obligated to pay the Access Seeker Utility Charges with respect to the electricity it uses.

### 5.3 Invoicing for Access Seeker Utility Charges.

- 5.3.1 Each invoice provided to the Access Seeker in accordance with **Clause 3.3** of this RAO shall include estimated the Access Seeker utility charges, for one (1) calendar month ("**Relevant Invoice Period**"). The "**Estimated Access Seeker Electricity Charges**" for a Relevant Invoice Period shall be RM800 per month.
- 5.3.2 At the end of the calendar month following a Relevant Invoice Period, the Access Provider shall reconcile the Estimated Access Seeker Electricity Charges included in the invoice for such Relevant Invoice Period with the actual Access Seeker Utility Charges for electricity for such Relevant Invoice Period. If the Estimated Access Seeker Electricity Charges paid by the Access Seeker with respect to such Relevant Invoice Period is (i) greater than the actual Access Seeker Utility Charges for electricity for such Relevant Invoice Period, the Access Provider shall apply the difference as credit note against the Infrastructure Sharing Service Fees payable on the invoice for such calendar month, or (ii) less than the actual Access Seeker Utility Charges for electricity for such Relevant Invoice Period, the Access Provider shall include the difference on the invoice for Infrastructure Sharing Service Fees for such calendar month, and such charges shall be payable by the Access Seeker when such invoice becomes due. The first reconciliation of the Access Seeker Utility Charges for electricity after the Commencement Date shall include reconciliation for the first partial calendar month after the Commencement Date.
- 5.3.3 Each invoice provided to the Access Seeker in accordance with **Clause 3.3 of this RAO** shall include Estimated Access Seeker Fuel Charges, for the Relevant Invoice Period. The "**Estimated Access Seeker Fuel Charges**" for a Relevant Invoice Period shall be an estimated sum to be agreed between the parties. The Estimated Access Seeker Fuel Charges shall only be invoiced if the Access Seeker requires the Access Provider to provide fuel.
- 5.3.4 At the end of the calendar month following a Relevant Invoice Period, the Access Provider shall reconcile the Estimated Access Seeker Fuel Charges included in the invoice for such Relevant Invoice Period with the actual Access Seeker Utility Charges for fuel for such Relevant Invoice Period. If the Estimated Access Seeker Fuel Charges paid by the Access Seeker with respect to such Relevant Invoice Period are:
  - (a) greater than the actual Access Seeker Utility Charges for fuel for such Relevant Invoice Period, the Access Provider shall apply the difference as a credit note against the Infrastructure Sharing Service Fees payable on the invoice for such calendar month, or
  - (b) less than the actual Access Seeker Utility Charges for fuel for such Relevant Invoice Period, the Access Provider shall include the difference on the invoice for Infrastructure Sharing Service Fees for such calendar month, and such charges shall be payable by the Access Seeker when such invoice becomes due. The first reconciliation of the Access Seeker Utility Charges for fuel after the Commencement Date shall include reconciliation for the first partial calendar month after the Commencement Date.
- 5.3.5 Each invoice shall provide a detailed calculation of the Access Provider's reconciliation of the relevant Estimated Access Seeker Electricity Charges and Estimated Access Seeker Fuel Charges and the actual Access Seeker Utility Charges for electricity and the actual Access

Seeker Utility Charges for fuel, and the Access Provider, and the Access Provider shall provide evidence (and back-up) of such charges, including invoices from the relevant utility provider.

## **6 OTHERS.**

**6.1 Electrification Premium.** If one-off costs for the initial supply and/or connection of power (inclusive of installation costs) at a Site exceeds RM10,000, such charges in excess RM10,000 shall be payable as follows:

6.1.1 if the Site is a Single Tenant Site, such additional charges shall be payable by the Access Seeker, or

6.1.2 if the Site is not a Single Tenant Site, the Access Seeker shall pay its proportional share of such charges (based on the number of Users on the Telecommunications Infrastructure) and in each case, if there is any rebate of such charges, the Access Seeker shall be entitled to receive its proportional share of such rebate.

## **7 GENERAL.**

**7.1 Amendments.** Provided that no Party is obligated to furnish unconditional acceptance, Schedule 6 may be subjected to review in the event:

7.1.1 of any relevant technological advances or changes that have a material effect on the Access Seeker or the Access Provider;

7.1.2 the Access Seeker acquires a media broadcasting company; or

7.1.3 the Access Seeker enters into or alters an existing partnership with a Governmental Entity relating to the Sites.

**7.2 Infrastructure Sharing Service Fee within Lock-in Period.** The Parties acknowledge that the Infrastructure Sharing Service Fees set forth in Schedule 6 are intended to apply to a Site with respect to the Lock-in Period for such Site. Prior to the expiry of the Lock-in Period for a Site, the Parties shall discuss and agree upon the Infrastructure Sharing Service Fees to be payable with respect to the period after the Lock-in Period expires for such Site, provided that until the Parties agree to a revised Infrastructure Sharing Service Fee with respect to such Site, the Infrastructure Sharing Service Fees set forth in Schedule 6 which are applicable to such Site prior to the expiration of the Lock-in Period shall continue to apply with respect to such Site.

**7.3 Infrastructure Sharing Service Fee Escalation.** The operating expenses portion of the Basic Infrastructure Sharing Service Fee for each Site leased under this RAO shall be increased each year on the anniversary of the Effective Date (i) in the case of Sites which are not subject to the Access Seeker Rental Charges, at a rate of two and one half percent (2.5%) and (ii) in the case of Sites which are subject to Access Seeker Rental Charges, at a rate of one percent (1%). If a Site becomes subject to Access Seeker Rental Charges or is no longer subject to the Access Seeker Rental Charges after the Site Agreement Start Date for such Site, the annual percentage increase shall be revised in accordance with the preceding sentence starting from the date that such Site becomes subject to Access Seeker Rental Charges or is no longer subject to the Access Seeker Rental Charges. For the avoidance of doubt, if the

operating expenses portion of the Basic Infrastructure Sharing Service Fee for a Site changes as a result of changes in the number of tenants at the Site in accordance with this Schedule 6, the revised operating expenses portion of Basic Infrastructure Sharing Service Fee for such Site shall be based on the Basic Infrastructure Sharing Service Fee in accordance with Section 2 of the Schedule 6 plus annual escalation in accordance with this Section 2.6 of the Schedule 6 as if such revised Basic Infrastructure Sharing Service Fee had been in place since the Site Agreement Start Date for such Site. Prior to the first anniversary of the Effective Date, the Parties shall agree upon the calculation of the operating expenses portion of the Basic Infrastructure Sharing Service Fee for Sites under this RAO.

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## SCHEDULE 7 – DISPUTE RESOLUTION PROCEDURES

(extract from the Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2022), hence all referencing shall be as per the Mandatory Standard on Access (Determination No. 1 of 2022) document)

### 1. Definitions

1.1 In the Dispute Resolution Procedures set out in this Schedule 7:

- (a) **"Billing Dispute"** means the dispute of an Invoice issued by one party to the other party, which is made in good faith;
- (b) **"Billing Dispute Notice"** means the written notification made by one party to the other party in relation to a Billing Dispute in accordance with subsection 7.4 of this Annexure;
- (c) **"Billing Dispute Notification Period"** means the period after the date of receipt of an Invoice during which a Billing Dispute may be raised in relation to that Invoice, as specified in subsection 7.2 of this Annexure;
- (d) **"Billing Representative"** means a representative of the party appointed in accordance with the billing procedures set out in subsection 7.15 of this Annexure;
- (e) **"Billing System"** means a system to issue Invoices relating to charges payable by each party under an Access Agreement;
- (f) **"Dispute"** has the meaning given to it in subsection 2.1 of this Annexure;
- (g) **"Notice"** means the notice issued of intention to escalate the issue to the Infrastructure Steering Group, as specified in subsection 5.1 of this Annexure; and
- (h) **"Technical Expert"** has the meaning given to it in subsection 6.3 of this Annexure.

### 2. Introduction

2.1 Subject to subsection 2.2(c) of this Annexure, an Access Provider and an Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between an Access Seeker and an Access Provider in relation to or in connection with the supply of Infrastructure Sharing Services to which the MSA Determination applies ("**Dispute**").

2.2 The following dispute resolution mechanisms are discussed in this section:

- (a) interconnect steering group; and

- (b) subject to specific resolution of disputes, being:
  - i. technical disputes (which must follow the procedure set out in section 6 of this Annexure if they cannot be resolved through the application of the general dispute resolution provisions in sections 3, 4 and 5 of this Annexure);
  - ii. Billing Disputes (as defined in subsection 1.1 of this Annexure), which must follow the procedures set out in section 7 of this Annexure; or
  - iii. any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in sections 3, 4 and 5 of this Annexure, must be referred to the Commission for resolution.

2.3 A Dispute shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the Dispute cannot or otherwise fail to reach an agreement, the Parties shall always be entitled to seek resolution of the Dispute by the Commission in accordance with section 151 of the Act, and the Commission will decide the dispute if it is satisfied that:

- (a) the Parties will not reach agreement, or will not reach agreement in a reasonable time;
- (b) the notification of the Dispute is not trivial, frivolous or vexatious; and
- (c) the resolution of the Dispute would promote the objects in the Act.

The Access Provider shall not prevent the Access Seeker from notifying a Dispute to the Commission in accordance with the Act.

2.4 For clarification, unless stated otherwise, all references to sections, subsections and paragraphs in this Schedule are references to sections, subsections and paragraphs of this Annexure.

### 3. **General**

3.1 An Operator may not commence court proceedings relating to a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this subsection shall be construed as ousting the jurisdiction of any court.

3.2 Both Parties to a Dispute shall ensure that their representatives acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each party must notify the other party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to the representative, a party may require that those matters be referred to more senior officers of that party who have authority to settle those matters.

During a Dispute and any dispute resolution process invoked in accordance with this Annexure, an Access Provider and Access Seeker must continue to fulfil their obligations under the Access Agreement between them.

- 3.3 Subject to subsection 3.5 of this Annexure, the Parties to a Dispute shall exchange information of a type described in this RAO during the course of, and to facilitate, resolution of the Dispute.
- 3.4 Confidential Information of a party which is disclosed, and any other oral or written submissions made by a party or a party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provision contained in the Confidentiality Agreement prepared in accordance with subsection 5.3.8 of the MSA Determination.

A party must not use information obtained under subsection 3.4 of this Annexure or described in subsection 3.5 above for any purpose other than to resolve the Dispute.

Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert or the Commission, in accordance with this Annexure) may decide not to determine the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.

- 3.5 The costs of the arbitration are to be shared equally between the parties, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with subsection 3.7 above. If an arbitrator decides not to determine the Dispute, the party that initiated the Dispute must pay the other party's costs.

#### **Interconnect Steering Group**

### **4.**

- 4.1 In the first instance the Access Seeker and the Access Provider should attempt to resolve the Dispute between themselves. Either party may give written notice ("**Notice**") to the other party ("**Receiving Party**") stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group ("**ISG**") and outline the details of the Dispute.
- 4.2 The Access Provider and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of subsection 4.1 above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.
- 4.3 The Parties shall provide for:
- (a) subject areas to be dealt with by the ISG;
  - (b) equal representation by the Access Seeker and the Access Provider;
  - (c) chairmanship and administrative functions of the working group to be shared equally; and
  - (d) formal notification procedures to the ISG.

- 4.4 The Access Provider and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the Notice unless otherwise agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.
- 4.5 In the event the Parties cannot resolve the Dispute between themselves within the time specified in subsection 4.4 of this Annexure, or after any agreed time extension has expired, either party may notify the other party that it wishes to refer the issue to:
- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or
  - (b) to the Commission for final arbitration.
- 4.6 The ISG to which an issue has been raised will meet within ten (10) Business Days of the receipt by the Receiving Party of the Notice under subsection 4.1 of this Annexure. If the ISG fails to meet or has not been formed within ten (10) Business Days of the receipt by the Receiving Party of the Notice, either Party may refer the Dispute:
- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or
  - (b) to the Commission for arbitration.

## 5. Use of a Technical Expert

- 5.1 A Dispute will only be referred to a Technical Expert if the provisions of section 4 of this Annexure have been complied with.
- 5.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to ISG.
- 5.3 The person to whom a technical dispute may be referred under this section 5:
- (a) will be an expert appointed by agreement of the Parties or, if the Parties cannot agree, by the Commission;
  - (b) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communications industry;
  - (c) need not be a Malaysian citizen or resident; and
  - (d) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest,

**("Technical Expert").**

If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.

- 5.4 When relying on the services of a Technical Expert, the following dispute resolution procedures will apply to the Technical Expert:
- (a) the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
  - (b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission. No further submissions in reply shall be made except with the Technical Expert's approval.
- 5.5 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.
- 5.6 Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission in addition to the written submissions submitted in subsections 5.5 and 5.6. This process will be conducted in private.
- 5.7 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.
- 5.8 The Technical Expert will not have the power to appoint any other experts.
- 5.9 The Technical Expert will deliver his or her award within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.
- 5.10 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each Dispute are complied with.
- 5.11 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or law).
- 5.12 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

**6. Billing Dispute resolution**

- 6.1 As outlined in the billing provisions of subsection 6 of this Annexure, a party ("**Invoicing Party**") shall provide to the other party ("**Invoiced Party**") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Infrastructure Sharing Services during such Invoice Period.
- 6.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice, provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with subsection 6.4 of this Annexure.
- 6.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:
- (a) the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the Dispute;
  - (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;
  - (c) there is, or has been, a fraud perpetrated by the Invoicing Party; or
  - (d) the Invoicing Party has made some other error in respect of the recording of the calls or capacity or calculation of the charges which are the subject of the Billing Dispute.
- 6.4 A Billing Dispute Notice given under this section 6 must specify:
- (a) the reasons for which the Invoice is disputed;
  - (b) the amount in dispute;
  - (c) details required to identify the relevant Invoice and charges in dispute including:
    - i. the account number;
    - ii. the Invoice reference number;
    - iii. the Invoice date;
    - iv. the Invoice amount;
    - v. billing verification information; and
  - (d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- 6.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with **subsection 5.11.11** of the MSA Determination. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in **subsection 5.11.15** of the MSA Determination on the amount payable from the due date of the disputed invoice until the date of payment.

Where the Invoiced Party has paid an amount and subsequently notifies the

Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in **subsection 5.11.15** of the MSA Determination. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.

- 6.6 The parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this section 6.
- 6.7 If the parties are unable to resolve any Billing Dispute within one (1) month (or such other period as the parties may agree) from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is, however, under no obligation to agree to such extension.
- 6.8 To the extent that a Billing Dispute notified under this section involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- 6.9 Once the negotiation period under subsection 6.8 of this Annexure (including any extension agreed) and any suspension period under subsection 7.9 of this Annexure have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in subsection 6.11 of this Annexure ("**Billing Dispute Escalation Procedure**").

The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 6.11 by notifying the Invoicing Party's Billing Representative. Both parties shall then appoint a designated representative who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of the MSA Determination. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one party to the other party shall be honoured.

- 6.10 Once any Billing Dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant party within ten (10) Business Days from the date of resolution of the Billing Dispute.

6.11 Although it shall be the good faith intention of the parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Annexure shall prevent either party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction. A party may request a joint investigation of Invoice discrepancies after that party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the parties must agree on the terms of the joint investigation, including:

- (a) the scope of the joint investigation;
- (b) how the joint investigation will be conducted; and
- (c) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test calls to the other party's Network.

6.12 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each party.

6.13 Either party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.

6.14 If the Billing Dispute Escalation Procedure has been exhausted, either party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

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## APPENDIX A: FORM OF SITE AGREEMENT

This Site Agreement (this "**Site Agreement**") dated as of [•], by and between Touch Mindscape Sdn Bhd ("**Access Provider**") and [ACCESS SEEKER] ("**Access Seeker**"), pursuant and subject to the [RAO] by and between the Parties, dated as of [•] ("**RAO**"). All capitalized terms not defined herein have the meanings ascribed to them in the RAO.

1. The terms and conditions of the RAO are incorporated in this Site Agreement.
2. Each Site identified and described on the site schedule attached as Appendix B to this Site Agreement (the "Site Schedule"), may be used by the Access Seeker for the installation, relocation, maintenance, placement, modification, removal and operation of the Access Seeker's Equipment on the Site Space in accordance with this Site Agreement and the RAO, and shall include the non-exclusive right of access to the Site during the Site Access Hours, on foot or motor vehicle, including, wherever possible, trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along a right-of-way extending from the nearest public right-of-way to any Site premises in accordance with, and all other rights of the Access Seeker set forth in, the RAO. *6.8.12 of the MSA*
3. The "Site Space" shall, in respect of each Site on the Site Schedule, consist of the greater of:
  - 3.1 the space on the Telecommunication Infrastructure and the Land occupied by the greater of the surface area of the Access Seeker's Equipment as indicated in the attached Site Schedule; and
  - 3.2 the Standard Configuration.
4. The Infrastructure Sharing Service Fees due and payable by the Access Seeker to the Access Provider shall be determined in accordance with Schedule 1 to the RAO.
5. The Site Agreement Start Date for this Site Agreement shall be [•].
6. The Term of this Site Agreement shall be the Term stipulated in **Schedule 1** of the RAO, unless terminated earlier in accordance with the RAO. *5.14.2 of the MSA*
7. A copy of the Land Lease for the Site on the Site Schedule is attached as Attachment B hereto (if the rental for such Site exceeds the Rental Threshold).
8. The Site Schedule attached to this Site Agreement is expressly incorporated herein and made a part hereof, and the Site set forth thereupon, by this Site Agreement, is expressly made subject to the general terms and conditions set forth in the RAO, which are incorporated by reference herein. In the event of a conflict or inconsistency between the terms of the RAO and this Site Agreement, the terms of this Site Agreement shall govern and control for each Site set forth on the Site Schedule.

The Parties have caused their duly authorized representatives to execute this Site Agreement as of the day and year first above written.

<Access Provider Name>

By : \_\_\_\_\_

Name :

Title :

<Access Seeker Name>

By : \_\_\_\_\_

Name :

Title :

*(The rest of the page is intentionally left blank)*

**APPENDIX B: SITE SCHEDULE**

SITE PARTICULARS					
Site Name	:		SRF Ref. No.	:	
Site Address	:		Site ID	:	
			Location ID	:	
			Latitude	:	
			Longitude	:	
STRUCTURE PARTICULARS					
Category / Structure Type	:	<input type="checkbox"/> Ground Based Telecommunication Infrastructure ("GBT")	Height	:	
		<input type="checkbox"/> Roof Top Tower / Pole ("RTT/RTP") Mini Structure	Standard Configuration	:	No. of Antennae
		<input type="checkbox"/> In-Building Solution ("IBS")			No. of M/W Dishes
		<input type="checkbox"/> Others (specify) Monopole			No. of RRUs
DELIVERABLES					
RFAI Date	:		Component Configuration	:	No. of Antennae
Floor Space	:				No. of M/W Dishes
Power Provision	:				No. of RRUs

## APPENDIX C: FORM OF RELOCATION SITE AGREEMENT

This Relocation Site Agreement ("**Relocation Site Agreement**") is dated [•],

Between:-

[Name of Access Provider] ("**Access Provider**")

And

[Name of Access Seeker] ("**Access Seeker**").

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

1. This Relocation Site Agreement is made pursuant and subject to the RAO by and between the Parties, dated as of [•] (the "**RAO**").
2. All capitalized terms not defined herein have the meanings ascribed to them in the RAO.
3. The terms and conditions of the RAO are incorporated in this Relocation Site Agreement.
4. This Relocation Site Agreement shall prevail over the Site Agreement dated [•] on the Site identified and described on the site schedule attached as Attachment B.
5. The Site(s) identified and described on the site schedule attached as Attachment A to this Relocation Site Agreement (the "**Site Schedule**"), may be used by the Access Seeker for the installation, relocation, maintenance, placement, modification, removal and operation of Equipment on the Site Space in accordance with this Relocation Site Agreement and the RAO, and shall include the non-exclusive right of access to the Site during the Site Access Hours, on foot or motor vehicle, including, wherever possible, trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along a right-of-way extending from the nearest public right-of-way to any Site premises in accordance with, and all other rights of the Access Seeker set forth in, the RAO.
6. The "**Site Space**" shall, in respect of each Site on the Site Schedule, consist of the greater of:
  - 6.1 the space on the Telecommunication Infrastructure and the Land occupied by the greater of the surface area of the Access Seeker's Equipment as indicated in the attached Site Schedule; and
  - 6.2 the Standard Configuration.
7. The Infrastructure Sharing Service Fees due and payable by the Access Seeker to the Access Provider shall be determined in accordance with Attachment B to this Relocation Site Agreement.
8. Unless terminated earlier in accordance with the terms of the RAO, the Term of this Relocation Site Agreement shall be ten (10) years from the Site Agreement Start Date in respect of the Site Agreement referred to in Clause 4 above.

9. The Site Schedule attached to this Relocation Site Agreement is expressly incorporated herein and made a part hereof, and the Site set forth thereupon, by this Relocation Site Agreement, is expressly made subject to the general terms and conditions set forth in the RAO, which are incorporated by reference herein.
10. In the event of a conflict or inconsistency between the terms of the RAO and this Relocation Site Agreement, the terms of this Relocation Site Agreement shall govern and control for each Site set forth on the Site Schedule.

\*\*\*\*\*

The Parties have caused their duly authorized representatives to execute this Re-Location Site Agreement as of the day and year first above written.

<Access Provider>

By : \_\_\_\_\_

Name :

Title :

<Access Seeker Name>

By : \_\_\_\_\_

Name :

Title :

*(The rest of the page is intentionally left blank)*

**APPENDIX D: FORM OF SERVICE REQUEST**

ACCESS / SERVICE REQUEST			
REF NO:		DATE:	
SITE TYPE : SITE TYPE : * New Site / Existing Site * please strikethrough			
PART A: ACCESS SEEKER and ACCESS SEEKER'S PARTICULARS		CONTACT PERSON'S PARTICULARS	
Name of Customer :		Name :	
Registration No :		Designation :	
Address :		Email :	
City / Town / State :		Mobile :	
Postal / Zip Code :		Tel :	
Country :		Fax :	
PART B: REQUEST PARTICULARS			
Site Name :		Region :	
State :		Town / City :	
Site Address :			
Longitude :		Latitude :	
Site Location :		Search Area Radius :	
Proposed Site Location & Site Description	Location 1 :		
	Location 2 :		
	Location 3 :		
PART C: STRUCTURE PARTICULARS			
Structure Category / Type			
Ground Base Tower ("GBT") :	<input type="checkbox"/> Tower	Roof Top Tower / Pole ("RTT / RTP") :	<input type="checkbox"/> Boom <input type="checkbox"/> Cabin
	<input type="checkbox"/> Minimast		<input type="checkbox"/> Minimast
Non-Standard Telecommunication Infrastructure ("Non-Standard") :	<input type="checkbox"/> Billboards <input type="checkbox"/> Water tank <input type="checkbox"/> Lamp poles <input type="checkbox"/> Guyed Mast <input type="checkbox"/> Minarets <input type="checkbox"/> Others _____ (please state)	Monopole Tower: ("Monopole") :	<input type="checkbox"/> Monopole <input type="checkbox"/> Aesthetic Monopole

In-Building Solution (“IBS”)	(Please state detail scope of work)		
IBS Technology	:	<input type="checkbox"/> 3G <input type="checkbox"/> LTE <input type="checkbox"/> SISO <input type="checkbox"/> MIMO	
Custom Built Towers (“CBS”)	:	<input type="checkbox"/> (Please state)	
<b>Structure Height (meter)</b>			
GBT	:		RTT / RTP : <input type="text"/>
Non- Standard	:		Monopole : <input type="text"/>
CBS	:	<input type="text"/>	
<b>PART D: CUSTOMER EQUIPMENT PARTICULARS</b>			
Proposed / actual structure height (meter)	:	<input type="text"/>	Floor space occupied by BTS : <input type="text"/>
Proposed antennae / dish height	:	<input type="text"/>	Power rating of Customer’s equipment (BTS, node B, enode) : <input type="text"/>
No. of antennae / dish to be installed	:	<input type="text"/>	No. of RRU to be installed : <input type="text"/>
Size of antennae / dish installed	:	<input type="text"/>	Technical Proposal submitted? : <input type="checkbox"/> Yes <input type="checkbox"/> No * For existing infrastructure request, technical proposal / site design proposal (“SDP”) is to be attached
<b>PART E: CUSTOMER DECLARATION</b>			
For the avoidance of doubt, this form is a non-binding expression of interest in respect of the services requested herein, save where a corresponding Service Order is hereafter issued and mutually accepted pursuant to this SRF.			
Signature	:	<input type="text"/>	
Name	:	<input type="text"/>	
Designation	:	<input type="text"/>	

<b>Date</b>	:	
<b>PART F: TOUCH MINDSCAPE'S ACKNOWLEDGEMENT RECEIPT</b>		
<b>Signature</b>	:	
<b>Name</b>	:	
<b>Designation</b>	:	
<b>Date</b>	:	

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**APPENDIX E: FORM OF SERVICE ORDER**

SERVICE ORDER			
REF NO:		DATE:	
BETWEEN			
FROM THE ACCESS PROVIDER :		TO THE ACCESS SEEKER:	
Name and ID	Touch Mindscape Sdn. Bhd.  (Company No. 743499-T)	Name and ID	
Address	at B48, Lorong IM8/33, Taman Mahkota Putra, 25200, Kuantan, Pahang, Malaysia.	Billing Address	
<p><b>PREAMBLE:</b> This Service Order ("Service Order") is issued by Touch Mindscape Sdn Bhd ("Access Provider") pursuant to Reference Access Order ("RAO") dated [●]. The terms and conditions of the RAO are incorporated herein. Capitalized terms used in this Service Order and not otherwise defined in this Service Order shall have the meaning assigned to such term in the RAO.</p> <p>The parties undersigned have agreed that the Touch Mindscape will perform the work described below at the Site listed below in accordance with the terms of the RAO. Any Service Order canceled by Operator after acceptance shall be subject to payment of reimbursement charges incurred by Access Provider.</p>			
PART A: SITE PARTICULARS			
Site Name	:	SRF Ref. No.	:
Site Address	:	Site ID	:
		Location ID	:
		Latitude	:
		Longitude	:
		Location ID	:
PART B: STRUCTURE PARTICULARS			
Category / Structure Type	:	<input type="checkbox"/> Ground Based Tower ("GBT")	Height
		<input type="checkbox"/> Roof Top Tower / Pole ("RTT/RTP")	Standard Configuration
		<input type="checkbox"/> In-Building Solution ("IBS")	No. of Antennae
		<input type="checkbox"/> Others (specify)	No. of M/W Dishes
		No. of RRUs	
PART C: DELIVERABLES			

<b>RFAI Date</b> :		<b>Component Configuration</b> :	<b>No. of Antennae</b>	
<b>Floor Space</b> :			<b>No. of M/W Dishes</b>	
<b>Power Provision</b> :			<b>No. of RRUs</b>	

**PART D: ACCESS SEEKER'S PAYMENT OBLIGATIONS**

<b>ONE-TIME CHARGES</b>	<b>RM</b>	<b>RECURRING CHARGES</b>	<b>RM / Quarter</b>
(specify) :		<b>Basic Infrastructure Sharing Service Fees</b> :	
(specify) :		<b>Additional Infrastructure Fees</b> :	
(specify) :		(specify) :	
(specify) :		(specify) :	
(specify) :		<b>Rental Portion Borne by Operator</b> :	
(specify) :		<b>Others, if any (specify)</b> :	
<b>TOTAL (RM)</b> :		<b>TOTAL PER QUARTER (RM)</b> :	

**PART E: ORDER CONFIRMATION**

By executing this Service Order, parties agree to be bound by the provisions of the RAO and warrant that all particulars stated herein are accurate.

	<b>Service Order issued by Access Provider:</b>	<b>Service Order accepted for and on behalf of the Access Provider:</b>
<b>Signature</b> :		
<b>Name</b> :		
<b>Designation</b> :		
<b>Date</b> :		

*(The rest of the page is intentionally left blank)*

**APPENDIX F: FORM OF READY FOR INSPECTION NOTICE**

READY FOR INSPECTION NOTICE														
REF NO:					DATE:									
BETWEEN														
FROM THE SERVICE PROVIDER:					TO THE ACCESS SEEKER:									
Name and ID		Touch Mindscape Sdn. Bhd. (Company No. 743499-T)			Name and ID									
Address					Billing Address									
<p><b>PREAMBLE:</b> This Ready for Active Installation Notice (“<b>Notice</b>”) is issued to Touch Mindscape Sdn Bhd (“<b>Access Provider</b>”) pursuant to the Reference Access Order (“<b>RAO</b>”) dated [-]. The terms and conditions of the MISA are incorporated herein. Capitalized terms used in this Notice and not otherwise defined in this Notice shall have the meaning assigned to such term in the MISA.</p> <p>The effective date and commencement of the parties’ respective contractual obligations for the Site stated herein shall be the earlier of the Access Seeker’s acceptance of this Notice or upon seven (7) days from the date of this Notice (“<b>Acceptance Date</b>”). Access Provider shall deem that the Access Seeker duly consent and agree to adhere to the provisions of the RAO commencing on the Acceptance Date as herein mentioned.</p>														
PART A: SITE PARTICULARS														
New Site ID	Nominal Name	Site ID	Site Name	Project Ref	Customer	Region	State	Date ATP	Plan	Time	Eco PIC	Vendor PIC	Power Status	Remark
PART B: CUSTOMER ACCEPTANCE														
By executing this Notice, Access Seeker agree to be bound by the provisions of the RAO commencing from the Acceptance Date as herein mentioned.														
Signature		:												
Name		:												
Designation		:												
Date		:												

**APPENDIX G: FORM OF RFAI NOTICE**

READY FOR ACTIVE INSTALLATION NOTICE					
REF NO:			DATE:		
BETWEEN					
FROM THE SERVICE PROVIDER :			TO THE ACCESS SEEKER :		
Name and ID	Touch Mindscape Sdn. Bhd. (Company No. 743499-T)		Name and ID		
Address	at B48, Lorong IM8/33, Taman Mahkota Putra, 25200, Kuantan, Pahang, Malaysia.		Billing Address		
<p><b>PREAMBLE:</b> This Ready for Active Installation Notice ( "Notice") is issued to Touch Mindscape Sdn Bhd ("Access Provider") pursuant to the Reference Access Order ("RAO") dated [ ], . The terms and conditions of the MISA are incorporated herein. Capitalized terms used in this Notice and not otherwise defined in this Notice shall have the meaning assigned to such term in the MISA.</p> <p>The effective date and commencement of the parties' respective contractual obligations for the Site stated herein shall be the earlier of the Access Seeker's acceptance of this Notice or upon seven (7) days from the date of this Notice ("Acceptance Date"). Access Provider shall deem that the Access Seeker duly consent and agree to adhere to the provisions of the RAO commencing on the Acceptance Date as herein mentioned.</p>					
PART A: SITE PARTICULARS					
Access Seeker Site ID	Access Provider Site ID	Site Name	Longitude	Latitude	Site/Tower Type
PART B: CUSTOMER ACCEPTANCE					
By executing this Notice, Access Seeker agree to be bound by the provisions of the RAO commencing from the Acceptance Date as herein mentioned.					
Signature	:				
Name	:				
Designation	:				
Date	:				

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## APPENDIX H: PERMIT TO WORK

### edotco - Site Access and PTW Application Approval Process rv4

PIC	PROCESS	No	DESCRIPTION	INTERFACE	TIMELINE
Sharing parties & Contractors	Start	1	All Companies / Sharing Parties intent to Access, Share / Work at edotco Owned Sites. ID and PW shall be issued upon request	Requestor, Company SHO / PIC / Project / Activity Owner with edotco PIC / Site Owner	As and When Required
	Project / Activity Type	2	Define the require activities Le Project / Maintenance / Docket / Ad-Hog / Emergency as stated in the PTW Form		
	Fill in the PTW via ePTW On-Line	3	Complete the PTW requirements by respective Requestor, PIC (On-Line Application) Refer to the Application Forms in the ePTW		
	Submit PTW via ePTW On-Line	4	Respective Application to submit the PTW to edotco via on-line. To Upload require documents as stated in the User Requirements (NTMSP, CIDB, HIRARC, WAH, PPE, RFAL, Other Certifications)		
edotco HQ, edotco Regional Head & FOD Area PIC (Site Caretaker as per MISA)	Approved (On-Line)	5	Approver to check the PTW and detail of applications and type of activities:- <b>1. Project - New New, New Infra Sharing (Existing), PMSC, Upgrade, Downgrade, Decomm, Relocation, Survey</b> 1.a. For Project as site by site basis valid for the project period <b>2. Maintenance</b> 2.a. For Periodic / Preventive / Corrective Mtee by Quarterly basis or as per the contract T&C. <b>3. Docket</b> 3.a. For Docket / TT related by Half Yearly Basis. Applicable to site owned by edotco only <b>4. Ad-Hog / Emergency</b> 4.a. For Ad-Hog is site by site basis valid for the project period Applicable to site owned by edotco only. Approval / Rejection shall be notify via email. Notification via email to Contractors, edotco Regional Head, edotco Region and related Sharing PIC / SHO. Contractor to print the approved PTW as well all upload document. The documents shall be file and to be in the contractor custody during the approved period.	Requestor, Company SHO / PIC / Project / Activity Owner / Site Owner / FOD Area PICs.	Within 3 working days for Project Category related, Maintenance & Docket Category
edotco HQ / Region / FOD Area PIC	Access Keys	6	Collect site keys as follows:- 1. New Project at New New Sites from edotco at HQ / Region 2. Existing Sites from edotco Regional Office or FOD Area Offices / PICs as directed	edotco HQ / Region / Celcom FOD Area PICs	
Sharing Parties / Contractors	Apply WS / PMSC prior to Site Entrance	7	All sharing parties must apply WS / PMSC from Celcom NOC VIA Celcom FOD Area PICs as the site caretaker as well as their internal process to enter sites:- <b>1. Existing Sites -</b> 1.a. Working Slip for New NI & Periodic / Preventive Mtee 1.b. TT related.	NOC, Sharing Parties NOC, edotco HQ / Region / FOD Area	Within 3 working days (Celcom NOC Process)
NOC / Sharing parties NOC	Application Deny	8	Entrance not allow due to specific reason given by Celcom NOC e.g:- 1. Freeze Zone 2. VVIP / VIP Program 3. Unsave sites 3. Weather Conditions 4. Access restrictions	NOC, Sharing Parties NOC, edotco HQ / Region / Area FOD	
Sharing Parties / Contractors	Proceed with Activities	9	Proceed with Safety & Health process by applicant PIC for the work applied:- 1. Tool Box Mtg 2. PPE Checking 3. Document Checking.  Upon compliance proceed with the physical activities	Sharing parties Site Supervisor / Team Leader / SHO	As per approved timeline stated in PTWs
Sharing Parties / Contractors	End of Activities	10	Upon completion of activities to carry out the followings:- 1. Site clear of debris 2. Tool Box mtg & PPE Checking 3. Cabin / cabinet lock 4. To call Celcom NOC for alarm clearance 5. Main Gate Lock 6. Close WS and PMSC 7. Leave sites & Return site keys 8. Contractor to close the PTW upon receiving the notification after the WS being closed. 9. Approved PTWs will be kept for 7 years in the system	Sharing Parties / Site Supervisor / Team Leader / NOC / Sharing parties NOC / edotco HQ / edotco Region / Site Owner / edotco IT Dept / Area FOD	Close ePTW manually by logging into the system if require.
Sharing Parties / Contractors	ePTW auto closed	11	Upon reaching the end of the approved date, the ePTW shall be automatic closed	System automatic closure	Upon reaching the last date of approval
Sharing Parties / Contractors	Require Extension	12	Extension of time can only be made when the current ePTW being closed:- 1. Auto closed by System 2. Manual closed by requestor	Requestor, Company SHO / PIC / Project / Activity Owner / Site Owner / Area FOD.	

			13	<b>Log in the ePTW System</b> 1. Go to Home 2. Go to CLOSED ePTW data 3. Click the 'Apply Extension' 4. Fill in the require details 5. Submit	Requestor, Company SHO / PIC / Project / Activity Owner with edotco PIC / Site Owner	Within 3 working days for Project Category related, Maintenance & Docket Category
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