

Net2One Sdn. Bhd.

(Company No. 1081436-W)

Access Reference Document

Version 1.2

Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List, Determination No. 2 of 2015, Commission Determination on the Mandatory Standard on Access, Determination No. 2 of 2005 and the Variation to Commission Determination on the Mandatory Standard on Access (Determination No 2 of 2005), Determination No. 2 of 2009, Commission Determination on the Mandatory Standard On Access Pricing, Determination No. 1 of 2012 and the Variation to Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2012), Determination No. 4 of 2015.

INTRODUCTION

1. This Access Reference Document (ARD) specifies the procedures and process to be followed by an Access Seeker who intends to acquire a Product from Net2One Sdn. Bhd. (Company No. 1081436-W) (Net2One).
2. The ARD is divided into the following parts:

Section A	Background and Scope of the ARD
Section B	Interpretation and Definitions
Section C	Principles of Access and Interconnection
Section D	Access Request Process and Procedures
Section E	Obligations for Provision of Information
Section F	Billing Obligations
Section G	General Obligations
Section H	Technical and Operational Obligations
Section I	Product Modules
Section J	Confidentiality Agreement
3. This ARD may be subject to amendments from time to time.
4. Where an amendment is made to the ARD, Net2One shall within ten (10) Business Days supply an amended copy of the ARD to all Access Seekers who have submitted to Net2One an Access Request and which Access Request is still pending process by Net2One. The amendment to the ARD shall be effective after the expiry of the Initial Period if no notice of dispute is issued to and received by Net2One within the said period.
5. For the purposes of this ARD, an amendment shall mean an addition, deletion, or substitution to the provisions of the ARD other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in the ARD not to amount to an amendment of the ARD.
6. If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, Net2One may, by giving written notice to all Access Seekers to whom it is supplying Access Service(s), withdraw or replace the ARD with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.

7. In the event any notice of dispute is received, Net2One shall notify all Access Seekers of the effective date of the amendment.

8. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked "ARD" and sent to the following:

Net2One Sdn. Bhd.
D-17-06, Menara Mitraland,
No 13A, Jalan PJU5/1,
Kota Damansara PJU5,
47810 Petaling Jaya, Selangor

Attention: Vice President, Corporate Services

A change of address shall not be construed as an amendment to the ARD.

9. The terminology used in this ARD has the meaning ascribed to them in **Section B**. All other words and phrases used in this ARD shall, unless the context otherwise requires, have the same meaning as in the MSA.

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SECTION A: BACKGROUND AND SCOPE OF ARD

1. Introduction

1.1 This ARD only applies to Products that are consistent with the terms of the Access List.

2. Applicability To Licensees

2.1 This ARD applies to Access Seekers who are licensed under the Act as:

- (a) network facilities providers;
- (b) network service providers;
- (c) applications service providers; and
- (d) content applications service providers.

2.2 Net2One's ARD contains the terms and conditions for the following Services and/or Facilities:

- (a) Trunk Transmission Service;
- (b) End-to-End Transmission Service;
- (c) Wholesale Local Leased Circuit Service;
- (d) Infrastructure Sharing; and
- (e) Network Co-Location Service.

3. Non-Applicability of the ARD

3.1 This ARD does not apply to Facilities and/or Services which are not specified in the Access List.

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SECTION B: INTERPRETATION AND DEFINITIONS

This **Section B** contains the meanings to words, phrases and expressions used in this ARD. Notwithstanding the foregoing, where a word or phrase or expression used in the ARD is given a specific meaning in or by the context of the ARD, such word, phrase or expression shall bear such meaning notwithstanding the contents of this **Section B**.

Access Agreement	means the bilateral agreement to be executed between Net2One and the Access Seeker which sets out the terms and conditions that govern the grant by Net2One of access to Net2One's Facilities and/or Services.
Access List	means the list of Facilities and Services determined from time to time by the Commission pursuant to Chapter 3 of Part VI of the Act and the current Commission determination is Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 2 of 2015) which came into operation on 12 September 2015, which sets out a list of Access Service(s) determined by the Commission under section 146 of the Act.
Access Seeker	means an Operator who makes written request for access to Facilities and/or Services of Net2One or is being provided with Facilities and/or Services by Net2One.
Act	means the Communications and Multimedia Act 1998 (Act 588).
Applications Services	bears the meaning ascribed to it under the Act.
ARD	means the Access Reference Document issued by Net2One.
Bank Guarantee	means a guarantee executed in favour of Net2One, on behalf of the Access Seeker, by a bank approved by Net2One and in a format acceptable to Net2One.
Business Day	means any day other than a Saturday, Sunday or public holiday (whether gazetted or not) which is lawfully observed as a national public holiday and on which commercial banks are open for usual banking business in Kuala Lumpur and Selangor.
Commission	means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act (Act 589) and also known as the Suruhanjaya Komunikasi dan Multimedia Malaysia.

Content Applications Services	bears the meaning ascribed to it under the Act.
Customer	means in relation to a Party, a person having a contractual relationship with the said Party for the provision of Applications Services including Content Applications Services by means of that Party's facilities and/or services.
Facilities	means facilities which facilitates the provision of network services or application services, including content application services and "Facility" shall be construed accordingly.
Instrument	means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.
Licence	means an Individual Licence or a Class Licence granted by the Minister pursuant to the Act.
MSA	means the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access, Determination No. 2 of 2005 As Varied By Variation To The Commission Determination On Mandatory Standard On Access, (Determination No. 2 of 2005) Determination No. 2 of 2009.
Network Facilities	bears the meaning as ascribed in the Act.
Network Services	bears the meaning as ascribed in the Act.
Operator	means a network facilities provider, a network services provider, an applications service provider or a content application service provider (as the context requires) and includes both Net2One and the Access Seeker.
Party	means Net2One or the Access Seeker as the context requires and "Parties" means both Net2One and the Access Seeker.
Product	means each of the separate provision by Net2One of access to its Facilities and/or Services and "Products" shall be construed accordingly.
Security Sum	means security in the form of a Bank Guarantee provided or to be provided by the Access Seeker to Net2One for the supply of Access Service(s).
Services	means the provision by Net2One of access to Facilities and/or services and "Service" shall be construed accordingly.

Third Party

means a party who or which is not a party to the Access Agreement.

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SECTION C: PRINCIPLES OF ACCESS AND INTERCONNECTION

1. Legislative Background

- 1.1 Pursuant to the issuance of the Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 2 of 2015) (öAccess List Determinationö); and
- 1.2 Following the issuance of the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No.2 of 2003, the Malaysian Communications and Multimedia Commission issued the Commission Determination on the Mandatory Standard on Access Determination No.2 of 2005 as amended by the Variation to the Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2009) ("MSA Determination") which came into effect on 2nd February 2009; and
- 1.3 Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2012 and the Variation to Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2012), Determination No. 4 of 2015 which come into effect starting from 1st January 2016, and
- 1.4 Pursuant to section 5.3.2 of the MSA Determination, Net2One is pleased to prepare and maintain an Access Reference Document ("ARD") in relation to Facilities and/or Services on the Access List Determination which Net2One provides to itself or third parties and which:
 - a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
 - b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

2. Standard Access Obligations

- 2.1 Net2One's ARD is consistent with:
 - a) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act ; and
 - b) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.

SECTION D: ACCESS REQUEST PROCESS AND PROCEDURES

1. Introduction

- 1.1 An Access Seeker must comply with the following process if it wishes to obtain access to Facilities and/or Services on the Access List from Net2One.
- 1.2 These provisions apply in the following circumstances:
- (a) Where there is no current access agreement between Net2One and the Access Seeker; or
 - (b) If there is a valid and subsisting access agreement between Net2One and the Access Seeker and, either
 - (i) such access agreement will expire within 4 months from the date when the Access Seeker makes a request; or
 - (ii) the requested Facility and/or Service is outside the scope of such access agreement.

2. Access Request Process

- 2.1 An Access Seeker that wishes to obtain access to any Facility and/or Service from Net2One, must submit an Access Request to Net2One. The Access Request shall contain the following information;
- (a) the name and contact details of the Access Seeker;
 - (b) the Facilities or Services in respect of which access is sought;
 - (c) whether the Access Seeker wishes to accept the ARD or to negotiate an Access Agreement;
 - (d) the information (if any) the Access Seeker reasonably requires Net2One to provide for the purposes of the negotiations;
 - (e) two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by Net2One in Section J;
 - (f) Forecasts of the capacity the Access Seeker will reasonably require, having regard to Net2One's provisioning cycle;
 - (g) relevant technical information relating to the interface Standards of the Access Seeker;
 - (h) relevant information relating to the Access Seeker's Network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect Net2One's Network;
 - (i) Creditworthiness information in accordance with Net2One's requirements;
 - (j) Security Sum in accordance with Net2One's requirements;

- (k) Insurance information in accordance with Net2One's requirement; and
- (l) such other information as Net2One may reasonably request.

2.2 Within ten (10) Business Days of receipt of the Access Request from the Access Seekers, Net2One shall respond to the Access Seeker by either:

- (a) accepting the Access Request based on the terms and conditions in this ARD;
or
- (b) accepting the Access Request and to negotiate the Access Agreement; or
- (c) requesting for further information from the Access Seeker; or
- (d) rejecting the Access Request.

3. Acceptance

3.1 If the Access Request made by the Access Seeker accepts the terms and conditions of this ARD and the access agreement as the basis for the access to the Facilities and/or Services offered to be provided by Net2One, then Net2One shall issue copies of the Access Agreement which the Access Seeker shall execute and return to Net2One within ten (10) Business Days with the Security Sum and copies of insurance arrangements specified by Net2One.

3.2 If:

- (a) the Access Seeker had submitted an Access Request which contains a request to negotiate the terms and conditions of the access agreement, and
- (b) Net2One is willing to proceed to negotiate the Access Request and the terms and conditions of the access agreement;

then Net2One shall do the following:

- (i) issue the draft Access Agreement; and
- (ii) specify a date and time no later than fifteen (15) Business Days from the date of the Access Request at which the Access Seeker's representative can meet with the representative of Net2One to negotiate the terms and conditions of the Access Agreement; and
- (iii) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

4. Request for Further Information

- 4.1 Net2One may request the Access Seeker to provide further information on the Access Request.
- 4.2 The Access Seeker shall within ten (10) Business Days provide further information to Net2One as requested pursuant to Clause 4.1.
- 4.3 If in Net2One's opinion the information provided is sufficient for it to make a decision as to whether to accept or reject the Access Request, it shall reconsider the Access Request and inform the Access Seeker of its decision within ten (10) Business Days.
- 4.4 For the avoidance of doubt, Net2One may make more than one request for additional information from the Access Seeker in order for Net2One to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in Clause 4.2 and 4.3.
- 4.5 If the Access Seeker does not provide further information in response to a request made by Net2One, then the Access Seeker shall be deemed to have revoked the Access Request.

5. Access Request Rejection

- 5.1 If Net2One rejects an Access Request, Net2One shall inform the Access Seeker and indicating the date its representatives are available to meet the Access Seeker. The Access Seeker may attend and meet with the representatives of Net2One on the date and time and at the venue specified which date shall not be later than seven (7) Business Days from the date of Access Request rejection notice.
- 5.2 If the Access Seeker fails or neglects to attend the specified meeting without providing acceptable reasons in writing at least one day prior to the date of the meeting, then such failure shall be deemed to be acceptance of the rejection of the Access Request.
- 5.3 If the Access Seeker does attend, and the rejection of the Access Request is not resolved (whether at that meeting or any subsequently agreed meeting), then either Net2One or the Access Seeker may initiate the Dispute Resolution Procedures set out in the MSA.
- 5.4 Pending the final determination of the dispute, Net2One shall not be obliged to provide access to the Access Seeker.

6. Right to Reject

- 6.1 Net2One may reject an Access Request made by an Access Seeker upon any of the following grounds:

- (a) the Access Request is not made in good faith; or
- (b) the information provided by the Access Seeker is incomplete or false; or
- (c) it is not technically feasible to provide access to the Facilities and/or Services requested; or
- (d) Net2One has insufficient capacity or space to provide the requested Facilities and/or Services; or
- (e) Net2One reasonably believes that the Access Seeker may fail to make timely payments for the requested Facilities and/or Services; or
- (f) Net2One reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions of access of the relevant Facilities and/or Services; or
- (g) does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third party; or
- (h) Net2One reasonably believes that the safety of its network will be compromised by the grant of the access requested; or
- (i) Net2One reasonably believes that access is being sought for a purpose in contravention of any laws; or
- (j) Net2One reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- (k) access is being sought to Facilities and/or Services which are not on the Access List; or
- (l) on the basis of national interest.

6.2 Notification of Rejection to the Access Seeker

If Net2One rejects the Access Request, Net2One shall within ten (10) Business Days of receiving the Access Request:

- (a) notify the Access Seeker in writing of Net2One rejection;
- (b) provide reasons for rejection under Clause 6.1 to the Access Seeker;
- (c) provide the basis for Net2One rejection of the Access Request; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of this notice of rejection, at which representatives of Net2One will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request.

7. Right to Withdraw Access Request

- 7.1 No later than the 5th Business Day following the date of the Access Request, the Access Seeker may withdraw the Access Request at no cost. The Access Seeker must inform Net2One in writing of its decision before the expiry of the 5th Business Day.
- 7.2 Net2One shall not be obliged to nor under any liability to fulfil an Access Request that is withdrawn.

8. Applicability for Additional Services

- 8.1 Notwithstanding that the Access Seeker may have entered into an Access Agreement with Net2One, the Access Seeker shall for each additional facility or service of a type which it requires access to in addition or in substitution to the access already provided under an Access Agreement, submit an Access Request in accordance with the provisions set out above.

9. Processing and Other Charges

- 9.1 Net2One may charge the Access Seeker a non-refundable processing fee for undertaking administrative work to process the Access Request.
- 9.2 In the event additional and/or non-routine work ie non-administrative work or site visits or site surveys or technical surveys or technical evaluation work or testing etc, is required in order to process the Access Request, Net2One will charge a separate fee for undertaking such additional work.
- 9.4 The Access Seeker shall always remain liable to pay the fees for processing the Access Request and the undertaking by Net2One of the additional and/or non-routine work, notwithstanding the Access Request may have been rejected by Net2One or withdrawn by Access Seeker.

10. Commencement of Negotiation

- 10.1 If an Access Seeker has received a notice from Net2One to proceed with negotiation of the Access Agreement, the Access Seeker must within ten (10) Business Days of receipt of such notice submit to Net2One a list of its comments identifying the affected clauses the proposed amendments, the priority of importance and the rationale for such change. The Access Seeker shall also specify in such submission, the date when it proposes to commence negotiations.
- 10.2 If the Access Seeker shall have failed, neglected and/or refused to do so, then the Access Seeker shall have been deemed to have withdrawn its Access Request.

11. Duration of Negotiations

- 11.1 All negotiations shall be concluded within 120 days from the date Net2One receives a written request to commence negotiations.
- 11.2 If negotiations are not completed within 120 days:
- (a) the Parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the Parties and the dispute resolution procedures under the MSA shall take effect; or
 - (b) either Party may initiate the dispute resolution procedures.

12. Initial Meeting

- 12.1 The designated representatives of Net2One and Access Seeker shall meet on the date and time at the venue specified by Net2One, and shall:
- (a) agree a timetable for the negotiations, including milestones and dates for subsequent meetings;
 - (b) agree the negotiating procedures, including:
 - (i) the calling and chairing meetings;
 - (ii) the party responsible for keeping minutes of meetings;
 - (iii) clearly defined pathways and timetables for escalation within each party of matters not agreed in meetings;
 - (iv) procedures for consulting and including in the negotiating process relevant experts from the staff of each of the parties; and
 - (v) procedures for preparing and exchanging position papers;
 - (c) review the information requested and provided to date and identify information yet to be provided by each Party; and
 - (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

SECTION E: OBLIGATIONS FOR PROVISION OF INFORMATION

- 1.1 The obligations of each Operator provide information to the Other Operator are subject to MSA Determination and the requirements of confidentiality in the confidentiality agreement signed by the Operators.
- 1.2 An operator must provide the other Operator on a timely basis with all agreed information reasonably required to determine rates and chargers to be billed by each Operator to the Other Operator or by each Operator to its Customers.
- 1.3 To the extent permitted by Malaysia laws and any relevant guidelines or Customer service standards in force pursuant to the Operator's respective Licence conditions, the Operator will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and theft of the Operator's provided terminal equipment.
- 1.4 Information provided under the ARD may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity with, Malaysia Law.
- 1.5 Information required to be provided under the ARD need not be provided if the recipient Operator has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Operator does not observe such security measures or any of the information is used by it for any purpose other than purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 1.6 The Operators acknowledge that when information (including for the purposes of this clause any updated information) required to be provided under this Paragraph is held on a database, the Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which the information is to be made available will be determined by the ISG having regard to the reasonable cost, convenience and security concerns of the Operators.
- 1.7
 - (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to the third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
 - (b) After the Access Agreement comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from

making relevant information available to the other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.

- 1.8 All communication information, call and other relevant information in relation to Call Communication must be kept by both Operators for a period as may be agreed by the Operators pursuant to the Confidentiality Agreement for the purposes of verification and audit.

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SECTION F: BILLING AND SETTLEMENT OBLIGATIONS

- 1.1 Where relevant, the billing and settlement obligations set out in Section 5.14 of the MSA Determination shall be applicable.
- 1.2 The Access Seeker shall pay Net2One the Charges for the relevant Facilities and/or Services supplied by Net2One to the Access Seeker, as specified in the Access Agreement.
- 1.3 The Operators shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement.
- 1.4 All payments must:
 - (a) be paid on the Due Date unless otherwise agreed in writing by both Operators;
 - (b) be paid by electronic transfer to Net2One or exceptionally, by cheque to the nominated account(s) of Net2One if agreed by Net2One; and
 - (c) must be accompanied by such information as is reasonably required by Net2One to properly allocate payments received.
- 1.5 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts of any Invoices to Net2One's right to suspend, disconnect, or terminate the relevant network facilities or network services due to non-payment of any sums due or payable to Net2One.
- 1.6 (a) Net2One shall be entitled to revise the Security Sum in any of the following event:-
 - (i) at each subsequent anniversary from the Commencement Date;
 - (ii) where, in the opinion of Net2One, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
 - (iii) upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
 - (iv) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three (3) Invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Clause 1.6 (a) (iv).
- (b) Where the Security Sum is revised pursuant to Clause 1.6 (a) above, the Access Seeker shall within ten (10) Business Days from the written request of Net2One, deposit the new Security Sum with Net2One.

- (c) Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account (õsaid accountsö) and any interest secured thereon be held by Net2One in addition to the Security Sum. Net2One shall forward to the Access Seeker a statement of the said accounts annually.
- 1.7
- (a) In the event Net2One elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, Net2One shall have the right to use the Security Sum (together with any interest thereon) to set off any outstanding sum due and payable to Net2One by the Access Seeker.
 - (b) Subject to Clause 1.7 (a) above, upon termination of the Access Agreement, the Security Sum deposited with Net2One or parts thereof, together with interest thereon, (if any) shall be returned and/or refunded to the Access Seeker.
- 1.8 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Annexure A of the MSA Determination.

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SECTION G: GENERAL OBLIGATIONS

Notices

1.1 Any communications in respect of Net2One's ARD should be made in writing to:

Attention : Aliza binti Sulaiman
Vice President, Corporate Services

Address : D-17-06,
Menara Mitraland,
No 13A, Jalan PJU5/1, Kota Damansara PJU5,
47810 Petaling Jaya, Selangor
Malaysia.

Facsimile : 03-7624 5612

Email : aliza@net2one.my

Termination and Suspension Obligations

2.1 Termination circumstances

Subject to Clause 2.4, Net2One may terminate an Access Agreement or part thereof if any of the circumstances referred to in Clause 2.1 (a), 2.1 (b) or 2.1 (c) below apply and Net2One has notified the Access Seeker of its intention to terminate the Access Agreement:-

- (a) The Access Seeker has materially breached the Access Agreement and Net2One has notified the Access Seeker that it will terminate the said Agreement in no less than thirty (30) days if the Access Seeker has not remedied its breach by the end of that period; or
- (b) The Access Seeker is subject to a winding up Order; or
- (c) A Force Majeure has continued for a period of more than 90 days.

Net2One shall forward to the Commission copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker.

2.2 Changes in law

Where the continued operation of the Access Agreement or access to any Access Service(s) provided by Net2One is or will be unlawful (as a result of a legislative change), the Access Seeker and Net2One shall meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may be provided by Net2One on different terms and conditions, Net2One may terminate the provision of access to the relevant Access Service(s).

2.3 Suspension circumstances

Subject to Section 2.4, Net2One may only suspend access to any Access Service(s) in the following circumstances:

- (a) The Access Seeker's Facilities materially adversely affect the normal operation of Net2One's Network or are a threat to any person's safety;
- (b) The Access Seeker's Facilities or the supply of Access Service(s) pose an imminent threat to life or property of Net2One, its employees or contractors;
- (c) The Access Seeker's Facilities cause material physical or technical harm to any Facilities of Net2One or any other person;
- (d) Where the Access Seeker has failed to pay Invoices in accordance with Section 5.14 of the MSA Determination;
- (e) Where force majeure applies; or
- (f) The Access Seeker breaches any laws, regulations, rules, or standards which has a material adverse effect on Net2One or the provision by Net2One of Access Service(s) under the Access Agreement.

For the purposes of this Clause 2.3, Net2One must provide Access Seeker five (5) Business Days notice in writing, including written reasons, prior to suspending access to any Access Services(s).

2.4 Approval

Prior to termination or suspending or seeking to materially vary an Access Agreement or access to any Access Service(s) provided under it, Net2One must inform the Commission in writing of the action it proposes to take and the reasons why such action is appropriate. Net2One shall not terminate, suspend or seek to materially vary the Access Agreement or access to any Access Service(s) until such time and on such conditions, as the Commission may specify.

2.5 Undertakings:

If the parties to an Access Agreement adopt the terms and conditions specified in an undertaking that has been registered with the Commission in accordance with the Act, the parties must notify Commission within five (5) Business Days of such adoption. In such circumstances, the terms and conditions of the Access Agreement will continue to be in force for the remainder of the term of that Access Agreement, even if the access undertaking is withdrawn or expires prior to the expiry of that term.

2.6 Post-termination fees

Net2One shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Access Service(s) provided under it except:

- (a) Charges invoiced in arrears and not yet paid; or
- (b) Charges arising during an applicable minimum contractual period

2.7 Upfront charges refund

On termination of an Access Agreement or access to any Access Service(s) provided under it, Net2One shall refund to the Access Seeker all amounts paid in advance to the extent that the amount (or part of the amount calculated on pro-rata basis) relate to the period after the date of effect of such termination.

2.8 Deposits and guarantees

Notwithstanding the obligation in Clause 2.7, Net2One shall:

- (a) Within sixty (60) days of termination of the Access Agreement refund to the Access Seeker any deposit paid (without interest) provided all other amounts payable by the Access Seeker to Net2One have been paid; and
- (b) Immediately upon termination of the Access Agreement unconditionally waive any rights under the guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to Net2One as at the date of termination.

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SECTION H: TECHNICAL AND OPERATIONAL OBLIGATIONS

PART 1 - MANUALS

1. General

- 1.1 Part 1 of Section H is applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
- 1.2 Where applicable, the Operators will:
 - (a) Use their reasonable endeavours to within four (4) weeks from the Commencement Date negotiate, agree and document as soon as reasonably practicable the new or modified provisions of the Technical and Implementation Manual and the Operations and Maintenance Manual and any other Manuals which the Operators deem necessary to establish pursuant to the Access Agreement;
 - (b) Comply with the operational procedures and methods set out in the Manuals; and
 - (c) Where such procedures and methods have not been agreed, negotiate operational procedures and methods, in relation to:
 - (1) the planning, ordering, provisioning and delivery of the relevant network facilities or network services;
 - (2) the management of the relevant network facilities or network services including:
 - (i) QOS indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that service quality falls below the agreed indicator levels;
 - (ii) Network operations in the event of Network failure, congestion and blockage and ensuring that the Operators' Network are adequately protected from harm;
 - (iii) Test procedures and other technical and operational matters relating to the provision of network facilities or network services by Net2One to the Access Seeker;
 - (iv) The handling of Customer operations; and
 - (v) Such other matter as Net2One determines.
- 1.3 Where relevant, the content obligations set out in Section 5.5 to Section 5.18 of the MSA Determination shall be applicable and shall be documented in the relevant Manuals.

PART II - FORECASTING

1. General
 - 1.1 Part II of Section H sets out forecasting procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant, the forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable.
2. Forecasting Requirements
 - 2.1 As a result of special network management requirements, the Access Seeker is required to provide a five (5) year rolling forecast.
 - 2.2 The Access Seeker shall meet the requirements of forecasting process that enables Net2One plan for the expected need Access Service(s) in order to fulfill the forecast.
 - 2.3 The Access Seeker shall provide forecast between particular destinations. The Access Seeker and Net2One will discuss in good faith on the planning and design of the relevant part of their respective networks.

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PART III - ORDERING AND PROVISIONING

1. General

1.1 Part III of Section H sets out ordering and provisioning procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.

1.2 Where relevant, the ordering and provisioning procedures obligations set out in Section 5.7 of the MSA Determination shall be applicable.

2. Ordering Procedures

2.1 Subject to paragraph 2.2 the Operators may place firm orders for Network Capacity and Interconnect Capacity (collectively "Capacity") from time to time with the quantity indicated in the first year forecast.

2.2 The Access Seeker shall ensure that the order contains enough information to enable Net2One to access and fulfil the order.

2.3 When an order is placed, the Access Seeker should give a priority list, allowing for progressive delivery and setting out its preferred order of delivery.

2.4 Indicative delivery times: The following are the indicative delivery timeframes for the following aspects of a Facilities or Services:

Order Type	Indicate delivery timeframes
All orders involving the provision of new Facilities and infrastructure relevant to the Services that are the subject of the order	8 months
All Orders involving augmentation of capacity on existing Facilities and infrastructure relevant to the Services that are the subject of the order	60 days

(a) The indicative delivery timeframes shall commence from the date the Access Seeker confirms an Order in as per the Technical Implementation set out.

2.5 Where a delay in the delivery of an Order is caused by the Access Seeker, the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by the Access Provider.

PART IV - NETWORK CONDITIONING

1. General
 - 1.1 Part IV of Section H sets out networking conditioning procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant, the networking conditioning procedures obligations set out in Section 5.8 of the MSA Determination shall be applicable.

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PART V - POINT OF INTERFACE PROCEDURES AND DECOMMISSIONING OBLIGATIONS

1. General
 - 1.1 Part V of Section H sets out point of interface procedures and decommissioning that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant the point of interface procedures and decommissioning obligations set out in Section 5.9 and 5.10 of the MSA Determination shall be applicable.

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PART VI – NETWORK CHANGE

1. General
 - 1.1 Part VI of Section H sets out network change procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant, the network change procedures obligations set out in Section 5.11 of the MSA Determination shall be applicable.
2. Network Change Procedures
 - 2.1 Each Operator is responsible for the safety of its network and must take all reasonable and necessary steps to ensure that its Network:
 - (a) do not endanger the safety or health of the officers, employees, contractors, agents or Customers of the Other Operator; and
 - (b) do not damage, interfere with or cause any deterioration in the operation of the Other Operator's Network.
 - 2.2 An Operator must not modify, or take any action which would have the effect of modifying the operation of the Network of the other Operator or take any action with respect to the Other Operator's Network without the Other Operator's permission.

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PART VII – NETWORK FACILITIES ACCESS AND CO-LOCATION

1. General
 - 1.1 Part VII of Section H sets out the network facilities access and co-location procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant, the network facilities access and co-location obligations set out in Section 5.13 of the MSA Determination shall be applicable.
2. Facilities Access Procedures
 - 2.1 The Operators shall negotiate the terms and conditions on which Facilities Access and Co-Location will be provided in order to facilitate administration and certainty of planning.
 - 2.2 The Facilities Access and Co-Location will be for a fixed period and the period may vary depending on the type of Facilities Access provided.
 - 2.3 The terms of Facilities Access for different types of Facilities will be set having regard to such matters as inter alia:
 - (a) the reasonable life span of the Facilities on Net2One standard planning horizons;
 - (b) the reasonable life span of the Access Seeker's Facilities or equipment which it install within or attaches to or uses in conjunction with the Facilities to which is provided, or the Access Seeker's standard horizons; and
 - (c) the type of Facilities or equipment available to the Access Seeker.
 - 2.4 Net2One shall have reasonable physical access to the Access Seeker's Network and/or premises requested by the Access Seeker for the purpose of installation, maintenance, operation, replacement and removal of equipment installed within, attached to, or site upon that Facility.
 - 2.5 Where Access Seeker relocates, rebuilds or replaces any premise and/or Facilities to which Net2One has access to during the fixed period of access, the Access Seeker will provide access to a replacement premise and/or Facilities on substantially similar terms.

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PART VIII – OPERATION AND MAINTENANCE

1. General
 - 1.1 Part VIII of Section H sets out the operation and maintenance procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant the operation and maintenance obligations set out in Section 5.15 of the MSA Determination shall be applicable.
2. Operational and Maintenance Standard
 - 2.1 The Operators shall take reasonable steps to comply with agreed operations and maintenance standards.
 - 2.2 In the absence of an agreement on the operations and maintenance standards, the operators may, upon mutual agreement, use ITU-T standards.
 - 2.4 Each Operator shall be responsible for the operations and maintenance of its own network facilities and network services.
3. Maintenance Procedures and Practices
 - 3.1 Each Operator shall on its own establish the recommended maintenance procedures for maintaining and servicing its own network facilities and network services.
4. Fault Management
 - 4.1 The Operators will co-operate to each other to meet the terms of their respective Licences and to fulfill their obligations under the Agreement.
 - 4.2 The Operators will manage their Networks to minimize disruption to services and in the event of interruption or failure of any service, will restore those services as soon as is reasonably practical.
 - 4.3 Each Operator must manage, notify and correct faults arising in its Network which affect the Facilities and/or Services:
 - (a) as it would in the ordinary course for similar faults affecting the provision of Services by it;
 - (b) in accordance with the fault notification procedures and the principles of priority of repair of faults documented in the relevant Manual; and
 - (c) in accordance with any service quality standards determined by the Commission.

PART IX - CHURN OBLIGATIONS

1. General

- 1.1 Part IX of Section H sets out the churn procedures that may be applicable as set out in Section 5.18 Churn Obligations of MSA Determination.

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PART X - OTHER TECHNICAL MATTERS

1. General
 - 1.1 Part X of Section H sets out the other technical matters and procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the Net2One ARD preface.
 - 1.2 Where relevant, the technical obligations set out in Section 5.16 of the MSA Determination shall be applicable.

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SECTION I: PRODUCT MODULES

SCHEDULE A: LIST OF FACILITIES AND/OR SERVICES

- I. Trunk Transmission Service;
- II. End-to-End Transmission Service;
- III. Wholesale Local Leased Circuit Service;
- IV. Infrastructure Sharing; and
- V. Network Co-Location Service.

SCHEDULE B: CHARGES AND CHARGING PRINCIPLES

- I. Trunk Transmission Service;
- II. End-to-End Transmission Service;
- III. Wholesale Local Leased Circuit Service;
- IV. Infrastructure Sharing; and
- V. Network Co-Location Service.

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SCHEDULE A

I. TRUNK TRANSMISSION SERVICE

TERMS AND CONDITIONS

1. General
 - 1.1 This Schedule sets out the terms and conditions which are applicable to the Trunk Transmission Service.
2. General Terms and Conditions
 - 2.1 Trunk Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points, not being End User locations or Access Seeker Points of Presence, on Net2One's network, via such network interfaces at such transmission rates as may be agreed between Net2One and the Access Seeker on a permanent or virtual basis.
 - 2.2 Where the Access Seeker leases Trunk Transmission Service from Net2One, Net2One equipment can be co-located in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination.
 - 2.3 The Access Seeker shall provide Net2One reasonable access to its premises when Net2One reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Trunk Transmission Service by Net2One.
 - 2.4 The minimum period for which the Access Seeker may lease Trunk Transmission Service is one (1) year.
3. Provisioning of Trunk Transmission Service
 - 3.1 All commercial terms and conditions applicable to the provision of Trunk Transmission Service and the operational and technical requirements shall be specified in the Access Agreement.

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II. END-TO-END TRANSMISSION SERVICE

TERMS AND CONDITIONS

1. General

1.1 This Schedule sets out the terms and conditions which are applicable to the End-to-End Transmission Service.

2. General Terms and Conditions

2.1 End-to-End Transmission Service is a Facility and/or Service for the carriage of communications between two End User locations or between two Access Seeker Points of Presence or between one End User location and one Access Seeker Point of Presence via such network interfaces at such transmission rates as may be agreed between Net2One and the Access Seeker on a permanent or virtual basis.

2.2 Where the Access Seeker leases End-to-End Transmission Service from Net2One, Net2One equipment can be co-located in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination.

2.3 The Access Seeker shall provide Net2One reasonable access to its premises when Net2One reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of End-to-End Transmission Service by Net2One.

2.4 The minimum period for which the Access Seeker may lease End-to-End Transmission Service is one (1) year.

3. Provisioning of End-to-End Transmission Service

3.1 All commercial terms and conditions applicable to the provision of End-to-End Transmission Service and the operational and technical requirements shall be specified in the Access Agreement.

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III. WHOLESALE LOCAL LEASED CIRCUIT SERVICE

TERMS AND CONDITIONS

1. General
 - 1.1 This Schedule sets out the terms and conditions which are applicable to the Wholesale Local Leased Circuit Service.
2. General Terms and Conditions
 - 2.1 Wholesale Local Leased Circuit Service is a Facility and/or Service for the carriage of communications by way of a private circuit between a POI at Net2One's premises and an End User location or an Access Seeker Point of Presence, available on at one end of a private circuit. The Wholesale Local Leased Circuit Service comprises transmission and switching, whether packet or circuit, at such transmission rates as may be agreed between Net2One and the Access Seeker on a permanent or virtual basis.
 - 2.2 Where the Access Seeker leases Wholesale Local Leased Circuit Service from Net2One, Net2One equipment can be co-located in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination.
 - 2.3 The Access Seeker shall provide Net2One reasonable access to its premises when Net2One reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Wholesale Local Leased Circuit Service by Net2One.
 - 2.4 The minimum period for which the Access Seeker may lease Wholesale Local Leased Circuit Service is one (1) year.
3. Provisioning of Wholesale Local Leased Circuit Service
 - 3.1 All commercial terms and conditions applicable to the provision of Wholesale Local Leased Circuit Service and the operational and technical requirements shall be specified in the Access Agreement.

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IV. INFRASTRUCTURE SHARING

TERMS AND CONDITIONS

1. General
 - 1.1 This Schedule sets out the terms and conditions which are applicable to the Infrastructure Sharing.
2. General Terms and Conditions
 - 2.1 Infrastructure Sharing is a Facility and/or Service which comprises the provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain its own equipment or the provision of access to in-building Common Antenna Systems and physical access to central equipment.
 - 2.2 Specified network facilities include towers and Associated Tower Sites.
 - 2.3 Physical access includes power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.
 - 2.4 Provision of space at Associated Tower Sites 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.
3. Provisioning of Infrastructure Sharing
 - 3.1 All commercial terms and conditions applicable to the provision of Infrastructure Sharing and the operational and technical requirements shall be specified in the Access Agreement.

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V. NETWORK CO-LOCATION SERVICE

TERMS AND CONDITIONS

1. General
 - 1.1 This Schedule sets out the terms and conditions which are applicable to the Network Co-Location Service.
2. General Terms and Conditions
 - 2.1 Network premises at which co-location is to be provided includes switching sites, exchange buildings, other Customer Access Modules and such other network facilities locations associated with the provision of a Facility or Service on the Access List and includes co-location provided at any location where main distribution frame is housed.
 - 2.2 Net2One shall not be obliged to provide Network Co-Location at the co-location sites in accordance with the terms of Net2One's ARD and the Access Agreement unless:
 - (a) Net2One:
 - (i) is the legal owner of the co-location site; or
 - (ii) has exclusive rights of use of the co-location sites pursuant to a lease or tenancy agreement and Net2One has been granted the requisite approval by the owner or landlord of the co-location sites to permit the Access Seeker to use space for physical co-location in accordance with the terms herein contained.
 - (b) The Access Seeker has the appropriate license under the Act and its subsidiary legislation to operate the service for the purpose for which the equipment is to be installed and other approvals from relevant authority, where required; and
 - (c) there is sufficient space at the co-location sites, provided there is excess space available after taking into consideration of Net2One's own use requirement and future expansion plan.
3. Provisioning of Network Co-Location Service
 - 3.1 All commercial terms and conditions applicable to the provision of Network Co-Location Service and the operational and technical requirements shall be specified in the Access Agreement.

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SCHEDULE B

I. TRUNK TRANSMISSION SERVICE

CHARGES AND CHARGING PRINCIPLES

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
2Mbps	
Through Connection	873
Above 0 to 5 km	1575
Above 5 to 10 km	2950
Above 10 to 20 km	5055
Above 20 to 30 km	7862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60 km, for each additional km	281

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
34Mbps	
Through Connection	4421
Above 0 to 5 km	7973
Above 5 to 10 km	14,936
Above 10 to 20 km	25,593
Above 20 to 30 km	39,803
Above 30 to 40 km	54,012
Above 40 to 50 km	68,222
Above 50 to 60 km	82,431
Above 60 km, for each additional km	1,421

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
155Mbps	
Through Connection	9856
Above 0 to 5 km	17,775
Above 5 to 10 km	33,297
Above 10 to 20 km	57,056
Above 20 to 30 km	88,734
Above 30 to 40 km	120,413
Above 40 to 50 km	152,091
Above 50 to 60 km	183,769
Above 60 km, for each additional km	3,168

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For East Malaysia	Ringgit Malaysia per year per circuit (2015)
2Mbps	
Through Connection	879
Above 0 to 5 km	1721
Above 5 to 10 km	3371
Above 10 to 20 km	5897
Above 20 to 30 km	9266
Above 30 to 40 km	12,634
Above 40 to 50 km	16,002
Above 50 to 60 km	19,370
Above 60 km, for each additional km	337

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
34Mbps	
Through Connection	4449
Above 0 to 5 km	8712
Above 5 to 10 km	17,067
Above 10 to 20 km	29,856
Above 20 to 30 km	46,907
Above 30 to 40 km	63,959
Above 40 to 50 km	81,010
Above 50 to 60 km	98,062
Above 60 km, for each additional km	1,705

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
155Mbps	
Through Connection	9919
Above 0 to 5 km	19,422
Above 5 to 10 km	38,049
Above 10 to 20 km	66,560
Above 20 to 30 km	104,574
Above 30 to 40 km	142,588
Above 40 to 50 km	180,601
Above 50 to 60 km	218,615
Above 60 km, for each additional km	3,801

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II. END-TO-END TRANSMISSION SERVICE

CHARGES AND CHARGING PRINCIPLES

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
2Mbps	
Installation (non-recurring charge)	318.69
Port (per year)	3,512.82
Tail segment (per km, per year)	1647.78
Trunk segment:	
Through-Connection	873
Above 0 to 5 km	1575
Above 5 to 10 km	2950
Above 10 to 20 km	5055
Above 20 to 30 km	7862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60 km, for each additional km	281

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
34Mbps	
Installation (non-recurring charge)	1613.35
Port (per year)	17,783.64
Tail segment (per km, per year)	8,341.91
Trunk segment:	
Through-Connection	4421
Above 0 to 5 km	7973
Above 5 to 10 km	14,936
Above 10 to 20 km	25,593
Above 20 to 30 km	39,803
Above 30 to 40 km	54,012
Above 40 to 50 km	68,222
Above 50 to 60 km	82,431
Above 60 km, for each additional km	1421

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For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
155Mbps	
Installation (non-recurring charge)	3596.74
Port (per year)	39,646.26
Tail segment (per km, per year)	18,597.18
Trunk segment:	
Through-Connection	9856
Above 0 to 5 km	17,775
Above 5 to 10 km	33,297
Above 10 to 20 km	57,056
Above 20 to 30 km	88,734
Above 30 to 40 km	120,413
Above 40 to 50 km	152,091
Above 50 to 60 km	183,769
Above 60 km, for each additional km	3168

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
2Mbps	
Installation (non-recurring charge)	382.42
Port (per year)	3512.82
Tail segment (per km, per year)	1977.34
Trunk segment:	
Through-Connection	879
Above 0 to 5 km	1721
Above 5 to 10 km	3371
Above 10 to 20 km	5897
Above 20 to 30 km	9266
Above 30 to 40 km	12,634
Above 40 to 50 km	16,002
Above 50 to 60 km	19,370
Above 60 km, for each additional km	337

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
34Mbps	
Installation (non-recurring charge)	1936.01
Port (per year)	17,783.64
Tail segment (per km, per year)	10,010.29
Trunk segment:	
Through-Connection	4449
Above 0 to 5 km	8712
Above 5 to 10 km	17,067
Above 10 to 20 km	29,856
Above 20 to 30 km	46,907
Above 30 to 40 km	63,959
Above 40 to 50 km	81,010
Above 50 to 60 km	98,062
Above 60 km, for each additional km	1705

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
155Mbps	
Installation (non-recurring charge)	4316.09
Port (per year)	39,646.26
Tail segment (per km, per year)	22,316.61
Trunk segment:	
Through-Connection	9919
Above 0 to 5 km	19,422
Above 5 to 10 km	38,049
Above 10 to 20 km	66,560
Above 20 to 30 km	104,574
Above 30 to 40 km	142,588
Above 40 to 50 km	180,601
Above 50 to 60 km	218,615
Above 60 km, for each additional km	3801

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III. WHOLESALE LOCAL LEASED CIRCUIT SERVICE

CHARGES AND CHARGING PRINCIPLES

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
2Mbps	
Installation (non-recurring charge)	318.69
Port (per year)	3,512.82
Tail segment (per km, per year)	1647.78

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
34Mbps	
Installation (non-recurring charge)	1613.35
Port (per year)	17,783.64
Tail segment (per km, per year)	8,341.91

For Peninsular Malaysia	Ringgit Malaysia per year per circuit (2015)
155Mbps	
Installation (non-recurring charge)	3596.74
Port (per year)	39,646.26
Tail segment (per km, per year)	18,597.18

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
2Mbps	
Installation (non-recurring charge)	382.42
Port (per year)	3512.82
Tail segment (per km, per year)	1977.34

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
34Mbps	
Installation (non-recurring charge)	1936.01
Port (per year)	17,783.64
Tail segment (per km, per year)	10,010.29

For East Malaysia	Ringgit Malaysia per year per circuit (2015)
155Mbps	
Installation (non-recurring charge)	4316.09
Port (per year)	39,646.26
Tail segment (per km, per year)	22,316.61

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IV. INFRASTRUCTURE SHARING

CHARGES AND CHARGING PRINCIPLES

Access Seeker shall, together with the request made for Infrastructure Sharing pay a non-refundable processing fee of RM300 per site to Net2One for processing such request.

The applicable charges for Infrastructure Shring shall be commercially negotiated and agreed by the Access Seeker and the Access Provide in accordance to the Access Agreement.

Infrastructure Sharing Leasing Rates are as follows:

Tower Rental (RM per month)			
Infrastructure	1W (RM)	2W (RM)	3W (RM)
24M Monopole 2W with standard fencing	6,900	4,500	n/a
30M Monopole 3W with standard fencing	7,400	4,900	4,100

V. NETWORK CO-LOCATION SERVICE

CHARGES AND CHARGING PRINCIPLES

For physical co-location	Ringgit Malaysia per square per metre per year (2015)
Space (including services)	233.00

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SECTION J: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made on ____day of_____ (Effective Date).

BETWEEN

NET2ONE SDN BHD (Company No: 1081436-W) a company incorporated in Malaysia and having its principal place of business at E09-06, Capital 5, Jalan PJU 1A/7A, Oasis Square, Ara Damansara, 47301 Petaling Jaya, Selangor ("**Net2One**") of one part

AND

XXXX (Company No: XXX-X) a company incorporated in Malaysia and having its principal place of business at í í í í í í í í .. ("**xxx**") of the other part.

Net2One and XXXX shall hereinafter individually be referred to as a "**Party**" and collectively referred to as the "**Parties**").

WHEREAS

- (A) The Parties wish to disclose certain Confidential Information (as defined in Clause 1) to each other for the purpose of í í í í í . ("**Business Purpose**"), and this will necessitate the sharing of confidential and/or proprietary information.
- (B) Each of the Parties wish to protect its position in relation to the Confidential Information so disclosed in relation to the Business Purpose, whether such Confidential Information is disclosed visually, orally, or in the form of photographs, drawings, pictorial, electronic or in other written material, machine readable data and human readable form, software or hardware together with any analysis, compilations, studies, presentation or other documents prepared by either of the Party in relation to the Confidential Information or derived from or pursuant to discussions with any of its affiliates or the officers, employees, agents, advisers, consultants or representatives thereof in relation to the Confidential Information.

NOW THEREFORE, in consideration of these premises, the Parties hereto agree as follows:

- 1. In this Agreement unless the context otherwise require the following expressions shall have the meanings respectively set out below:

ö**Affiliate**ö of a Party means in relation to that Party (i) any entity under the Control of such Party; (ii) any entity Controlling such Party; and (iii) any other entity under the Control of a Controlling entity under the preceding paragraph (ii).

“**Confidential Information**” shall include but not be limited to:

- a) information, knowledge or data relating to sales, commercial matters, products and their price, financial or marketing plans and information, or information of an intellectual or non-technical form including intellectual property or technical nature such as technical data, sketches, models, inventions, know-how, processes, apparatus, equipment, business plans, financial simulations, information concerning employees, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, drawings, photographs, cinematographic works, charts, diagrams, specifications, standards, manuals, reports, formulae, algorithms, processes, lists, trade secrets, computer programs or software, data bases, software documentation, software source documents and formulae, improvement and any new material derived from the Confidential Information or other information in which the Disclosing Party has a business, proprietary or ownership interest or legal duty to protect including any information which is either clearly marked as “Confidential” or unmarked, on which the Disclosing Party has included information which is confidential, or information relating in any way to the Business Purpose and the other party maybe given access to such Confidential Information or to create new Confidential Information and other Information to each other; and
- b) information of whatever nature relating to the business of Net2One obtained by observation during visits (if any) to its premises.

“**Control**” or “**Controlling**” means the owning of fifty percent (50%) or more of the equity interest or any other type of ownership by one Party in another incorporated entity

“**Disclosing Party**” means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of the Party), who provides, discloses or supplies Confidential Information to the Receiving Party.

“**Receiving Party**” means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of that Party), who receives Confidential Information from the Disclosing Party.

2. All Confidential Information to be disclosed in a written form shall be clearly identified as such and shall bear a positive statement confirming its status or where it is not clearly identified, it shall be deemed to be similarly protected. All Confidential Information to be disclosed orally shall be preceded by a positive oral statement prior to its disclosure which must be confirmed in writing within fourteen (14) days of the oral disclosure by the Disclosing Party to the Receiving Party during which time such Confidential Information disclosed orally shall be similarly protected.
3. Personal Data Protection Act
 - 3.1 Where a Party receives any personal data (as defined by Personal Data Protection Act 2010) (“PDPA”) (hereinafter referred to as “PDPA Receiving Party”) from the Party which discloses personal data (hereinafter referred to as “PDPA Disclosing Party”), it shall ensure that it fully complies with the provisions of the PDPA and only deals with the data in so far as it may be necessary for the Business Purpose.
 - 3.2 Without prejudice to any other obligation of the PDPA Receiving Party to indemnify PDPA Disclosing Party under this Agreement, PDPA Receiving Party shall indemnify PDPA Disclosing Party for any breach of the PDPA which renders the latter liable for any costs, claims or expenses.
 - 3.3 In fulfilment of its obligations under the PDPA, PDPA Receiving Party shall have system in place to ensure:

- i. full compliance with the PDPA; in particular the principles of the PDPA which deals with the security of personal data; and
 - ii. the reliability of all its employees who may be involved in processing the personal data.
- 3.4 PDPA Receiving Party shall take reasonable steps to ensure that all of its partners, shareholders, directors, employees, contractors, agents comply with this Clause where they are processing any of personal data on behalf PDPA Disclosing Party (if permitted by PDPA Disclosing Party).
- 3.5 PDPA Receiving Party shall allow PDPA Disclosing Party reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the PDPA as a whole.
- 4. In respect of all Confidential Information disclosed the Receiving Party undertakes, subject to Clause 5 below:
 - i. to keep such Confidential Information in strict confidence, and not to use the Confidential Information otherwise than for the purposes of the Business Purpose. Each Party shall be responsible for any breach of the terms of this Agreement;
 - ii. only to disclose the Confidential Information to such of its or its Affiliates officers, employees, agents, advisers, consultants or representatives as on a genuinely need to know basis only for the purposes of this Agreement, and then only on the understanding that they agree to be similarly bound by the provisions of this Agreement. The Receiving Party shall procure such of its officers, employees, agents, advisers, consultants or representatives to comply with the terms hereof. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its officers, employees, agents, advisers, consultants or representatives and shall take all measures (including but not limited to court proceedings) to restrain such officers, employees, agents, advisers, consultants or representatives from prohibited or unauthorised disclosure or use of the Confidential Information;
 - iii. not to disclose the Confidential Information to any person or entity not explicitly named in this Agreement or not involved in the Business Purpose, particulars of the Parties that have exchanged the Confidential Information, discussions and negotiations which are taking place concerning the Business Purpose between the Parties, any of the terms, conditions or other facts with respect to the Business Purpose including the status thereof, without prior written consent of the Disclosing Party;
 - iv. not to copy or reduce the Confidential Information into writing except as may be strictly necessary for the purposes of this Agreement;
 - v. to maintain and protect the Confidential Information so disclosed with the same degree of care and control as used to keep confidential its own Confidential Information, and in any event with not less than a reasonable degree of care and to ensure that the Confidential Information has been kept in separate and secured storage. The Receiving Party shall restrict access to the Confidential Information so as to prevent its unauthorized use, disclosure or reproduction and shall maintain reasonable procedures to prevent loss of any Confidential Information;
 - vi. not to use or cause to be used any Confidential Information in the course or pursuit of any other business relationship or otherwise with any person or entity which is acting or may act in business competition with the Disclosing Party or to secure a competitive advantage over the Disclosing Party or cause, suffer or permit to be done any of the foregoing acts;
 - vii. to return to the Disclosing Party on demand or expiry or termination of this Agreement all Confidential Information including all copies thereof, and to destroy or to certify its destruction all notes and any other written reports of documents which may have been made by the Receiving Party and which contain any part of the Confidential Information, except as authorised in writing by the Disclosing Party, or as is strictly necessary to complete any

outstanding obligations relating hereto between the Parties (whereupon such items shall be returned or destroyed on completion thereof);

- viii. to immediately advise the Disclosing Party of any unauthorised disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same and will co-operate in every way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach; and
 - ix. not to reverse engineer, disassemble or de-compile or use in contravention of this Agreement, any prototypes, software or other tangible objects that embody the other Party's Confidential Information.
5. The obligations in Clause 4 above shall not apply to any Confidential Information which:
- i. the Receiving Party can show that the Confidential Information was already in or came into the public domain prior to the date of this Agreement or thereafter becomes publicly available without any violation of this Agreement or otherwise than by a breach of this Agreement;
 - ii. the Receiving Party can show that the Confidential Information was already in its possession free of any restriction as to non-disclosure, prior to, at or subsequent to the time of receipt from the Disclosing Party or becomes available to a Party from a person, other than the other Party and its representatives, who is not, to the best of such Party's knowledge subject to any legally binding obligation to keep such information confidential;
 - iii. the Receiving Party can show that the Confidential Information was lawfully disclosed to it by a third party without restrictions as to use and disclosure;
 - iv. the Receiving Party can prove that the Confidential Information has been independently developed or generated independently without access to or use of or reference to any Confidential Information disclosed under this Agreement;
 - v. is disclosed to a third party pursuant to written authorization from the Disclosing Party; or
 - vi. is disclosed by the Receiving Party to satisfy a requirement of, or demand by, a competent court of law or governmental or regulatory body made pursuant to law or to satisfy the requirements of any stock exchange upon which shares of the parties are listed, provided, however, that the Receiving Party shall notify and consult the Disclosing Party as to the form, nature and Purpose of the disclosure to enable it to seek a protective order or otherwise prevent such disclosure. If no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that such Confidential Information will be kept Confidential.
6. This Agreement shall not be construed as granting expressly or by implication at any time, any transfer, assignment, license or any other rights in respect of any licence, patent, copyright, trade marks or other intellectual property or any other industrial property right in force and belonging to the Disclosing Party, which rights shall remain vested in, and the absolute property of the Disclosing Party. In particular the Receiving Party understands and agrees that future product plans may be subject to change without notice at any time and that the Disclosing Party shall have no obligation to execute such plans and shall have no liability as a result of any change to such plans.
7. The property in all Confidential Information disclosed under this Agreement including all copies thereof shall, subject to any right of any other owner, rest with the Disclosing Party. Should either Party be subject to re-organisation, merger, takeover or the like its successor in law shall be bound by the conditions hereof as if they were the original party hereto.
8. In the event that the Receiving Party is obligated to disclose any Confidential Information as a

result of any applicable law, rule or regulation or a court order or pursuant to governmental action, the Receiving Party shall immediately inform (or where immediate notice is not possible, as soon as practicable thereafter) the Disclosing Party so that the Disclosing Party is given an opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful, the Receiving Party so obligated to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental action.

9. The Receiving Party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The Receiving Party acknowledges that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the Disclosing Party.
10. Neither Party shall advertise or publicly announce that it has entered into this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, nor shall either Party make any public announcement regarding the Business Purpose (save as required by any stock exchange rules, guidelines and/or regulations to which a Party is subject to) or use the other Party's name for promotional or marketing purposes.
11. If any provision of this Agreement is held to be invalid, illegal or unenforceable then such provision shall be automatically modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall be regarded as fully valid and enforceable unless otherwise proved.
12. The Disclosing Party makes no warranties regarding the accuracy of such Confidential Information. The Disclosing Party accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Receiving Party as a result of the receipt of the Confidential Information. It is further understood by the Receiving Party that the Disclosing Party does not warrant or represent that it will introduce any product or service to which the Confidential Information disclosed herein is related.
13. This Agreement shall be effective upon its execution, and shall, unless terminated by either Party providing one (1) month's written notice of termination to the other Party, continue for a period of two (2) years from the date of this Agreement (the "Term"), provided however that the obligations undertaken herein with respect to Confidential Information received prior to the termination of this Agreement shall survive and continue for a period of two (2) years after any expiration or termination of this Agreement OR upon the execution of the a further agreement between the Parties for the Business Purpose setting out each Party's rights and obligations, whichever is the earlier, which shall incorporate confidentiality provisions on similar form and content as herein contained.
14. All notices, demands or other communications under this Agreement must be given or made in writing, and must be delivered personally, by overnight courier, by A.R. registered mail or sent by fax, with electronic confirmation of receipt, as follows:-

If to:- **NET2ONE SDN BHD**

D-17-06, Menara Mitraland,
No 13A, Jalan PJU5/1,
Kota Damansara PJU5,
47810 Petaling Jaya, Selangor

Tel: +603 6 7624 5611
Fax: +603 6 7624 5612

Attention: Chief Executive Officer

If to :- **XXXX**

(Address)

Attention:

or at such address or to such fax number as may be designated by notice from such party.

15. This Agreement and the rights and obligations hereunder are personal to the parties and may not be assigned or otherwise transferred, in whole or in part, without prior written consent of both parties.
16. Each Party shall bear its own costs and expenses incurred in connection with the Business Purpose and this Agreement.
17. The construction, validity and performance of this Agreement shall be governed by Malaysian law, and the Parties hereto submit to the exclusive jurisdiction of the Malaysian courts.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorised officers the day and date first before written.

Signed for and on behalf of
NET2ONE SDN BHD
(Company No. 1081436-W)

in the presence of:

.....
Signature of witness

.....

Name:

Name:

NRIC Number:

Designation:

Designation

Signed for and on behalf of
XXXX
(Company No. XXX-X)

in the presence of:

.....
Signature of witness

.....

Name:

Name:

NRIC Number:

Designation:

Designation