

Net2One Sdn. Bhd.

(Company No. 1081436-W)

Reference Access Offer

8th January 2019

Version 1.3

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. 3 of 2016 and Commission Determination on the Mandatory Standard On Access Pricing, Determination No. 1 of 2017.

INTRODUCTION

1. This Reference Access Offer (“**RAO**”) 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 RAO is divided into the following parts:

Section A	Background and Scope of the RAO
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 and Settlement Obligations
Section G	General Obligations
Section H	Technical and Operational Obligations
Section I	Service Specific Obligations
Section J	Non-Disclosure Agreement
Section K	Fast-Track Application Form

3. This RAO may be subject to amendments from time to time.

4. Where an amendment is made to the RAO, Net2One shall within twenty (20) Business Days supply an amended copy of the RAO 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 RAO 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 RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of the RAO other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in the RAO not to amount to an amendment of the RAO.

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 RAO 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 "RAO" and sent to the following:

Net2One Sdn. Bhd.
Level 25, Menara Mitraland,
No 13A, Jalan PJU5/1,
Kota Damansara PJU5,
47810 Petaling Jaya, Selangor

Attention: Senior Vice President, Legal & Regulatory

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

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

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SECTION A: BACKGROUND AND SCOPE OF RAO

1. Introduction

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

2. Applicability to Licensees

2.1 This RAO 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 RAO contains the terms and conditions for the following Service(s) and/or Facilities:

- (a) Transmission Service.

3. Non-Applicability of the RAO

3.1 This RAO 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 RAO. Notwithstanding the foregoing, where a word or phrase or expression used in the RAO is given a specific meaning in or by the context of the RAO, such word, phrase or expression shall bear such meaning notwithstanding the contents of this **Section B**.

Access Agreement means the bilateral agreement entered into 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.

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.

Billing Period means one (1) calendar month period over which the supply of Facilities and/or Services is measured for the purposes of billing unless otherwise agreed between the Operators.

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.

Charges means the sums payable by the Access Seeker to Net2One for accessing and/or being provided the Facilities and/or Services.

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.
Due Date	means thirty (30) days after the invoice is issued in writing or in electronic form (as requested by the Access Seeker) in respect of the order and supply of 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 Determination	means the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access, Determination No. 3 of 2016.
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.

RAO	means the Reference Access Offer issued by Net2One.
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.

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) (“Access List Determination”); 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.3 of 2016("MSA Determination") which came into effect on 1st January 2017; and
- 1.3 Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2017 which comes into effect starting from 1st January 2018, and
- 1.4 Pursuant to section 5.3.3 of the MSA Determination, Net2One is pleased to prepare and maintain a Reference Access Offer ("RAO") in relation to Facilities and/or Services on the Access List Determination which Net2One provides to itself or third parties and which:
 - a) sets out the full terms and conditions on which Net2One is prepared to supply Facilities and/or Services to any other Operator, including the rates, charges, charging principles and methodologies to be applied for Facilities and/or Services and any applicable fees or rebates;
 - b) incorporates the details of all available Point of Interconnection(s) “POIs” offered by Net2One;
 - c) contains a copy of the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services, including a copy of the fast-track application form;
 - d) contains a copy of the Access Provider’s standard confidentiality agreement; and
 - e) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination.

2. Standard Access Obligations

- 2.1 Net2One’s RAO 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 reasonableness and non-discrimination stipulated under Sections 4.1.2, 4.1.3, 4.1.4, 4.1.5 and 4.1.6 of the MSA Determination.

- 2.2 Net2One may refuse a request if:
- (a) supply of the relevant listed Facilities and/or Services would not be reasonable; or
 - (b) supply of the relevant listed facilities and/or Services would be reasonable but the terms and conditions requested by the Access Seeker are not reasonable.
- 2.3 A request for access to a listed Facilities and/or Services may be deemed unreasonable if one or more criteria in paragraph 6.1 of Section D in this RAO are satisfied.
- 2.4 Net2One shall provide access to Facilities and/or Services specified in the Access List Determination and such access must be:
- (a) of at least the same or more favourable technical standard and quality as the technical standard and quality provided for itself on Net2One's Facilities and/or Services; and
 - (b) provided on an equitable and a non-discriminatory basis.
- 2.5 The non-discrimination principle and the term "non-discriminatory" apply on an Equivalence of Inputs basis and require a comparison of:
- (a) the basis on which a Facility and/or a Service is provided by Net2One to the Access Seeker; with
 - (b) the basis on which that Facility and/or Service is provided by Net2One to itself and to other Access Seekers.

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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 four (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 Net2One may require an Access Seeker to provide an Access Request to the Access Provider if:
 - (a) there is no Access Agreement in force between Net2One and the Access Seeker governing access to the Facilities and/or Services to which the Access Seeker seeks access; or
 - (b) there is such an Access Agreement, but:
 - (i) the current term of that Access Agreement will expire or terminate within the next four (4) months; or
 - (ii) the requested Facilities and/or Services are outside the scope of that agreement.
- 2.2 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 RAO, to negotiate amendments to the RAO or to negotiate an Access Agreement on alternative terms;
 - (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) preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from Net2One pursuant to the Access Request;
 - (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) assessed security (or, if applicable, confirmation of security provided) 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 for the sole purpose of providing access to the requested Facilities and/or Services.

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

- (a) accepting the Access Request based on the terms and conditions in this RAO; or
- (b) accepting the Access Request and to negotiate the amendments to the RAO or the Access Agreement on alternative terms; 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 RAO as the basis for the access to the Facilities and/or Services offered to be provided by Net2One, then Net2One shall issue two (2) copies of the RAO to the Access Seeker which the Access Seeker shall execute and return to Net2One within ten (10) Business Days together with one (1) copy of the executed confidentiality agreement.

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 place, date and time no later than fifteen (15) Business Days from the date of Net2One's response, of which the Access Seeker's representative can meet with the representative of Net2One to negotiate the terms and conditions of the Access Agreement;
- (iii) require the Access Seeker to provide such additional information as may be reasonable in the circumstances; and
- (iv) issue one (1) copy of the executed confidentiality agreement returned by the Access Seeker [in accordance with paragraph 1.7 of Section D in this RAO] that has also been properly executed by Net2One.

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 Determination.
- 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) it is not technically feasible to provide access to the Facilities and/or Services requested;
 - (b) Net2One has insufficient capacity or space to provide the requested Facilities and/or Services;
 - (c) the Order is in excess of the agreed Forecast levels;

- (d) the Order or variation request duplicates an Order awaiting fulfilment;
- (e) the Access Seeker has not obtained the necessary related agreements from Net2One;
- (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) Net2One reasonably believes that the Access Seeker does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third party; or that the safety of its network will be compromised by the grant of the access requested.

6.2 For the purposes of paragraph 6.1(c) of Section D in this RAO, Net2One may refuse an Access Request on the grounds of technical infeasibility provided that there are substantial technical or operational concerns preventing the fulfilment of the Access Request, including but not limited to the following:

- (a) where there is no possibility of expanding the space available on the relevant site;
- (b) where Net2One is incapable to modify its facilities or Equipment to meet the Access Request;
- (c) where the provision of the requested Facilities and/or Services would result in a specific and significant adverse impact on network reliability; and
- (d) where Net2One has considered and found not to be technically feasible improvements that would allow Net2One to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

6.3 For the purposes of paragraph 6.1(d) of Section D in this RAO, Net2One may refuse an Access request if Net2One has insufficient capacity or space, where Net2One notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity is:

- (a) already carrying traffic to full capacity or near full capacity; or
- (b) already reserved for future use by Net2One or another Access Seeker, where such future use will commence not later than six (6) months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving party within seven (7) months from the date of the Access Request, Net2One will inform the Access Seeker and reconsider the Access Request (if required); and
- (c) in the case of both paragraphs 6.3(a) and 6.3(b) of Section in this RAO, Net2One is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

6.4 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 paragraph 6.1 of Section D in this RAO to the Access Seeker;
- (c) provide the basis for Net2One rejection of the Access Request; and

- (d) indicate a date and time, not later five (5) 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. Applicability for Additional Services

- 7.1 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.

8. Commencement of Negotiation

- 8.1 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.
- 8.2 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.

9. Duration of Negotiations

- 9.1 All negotiations shall be concluded within 120 days from the date Net2One receives a written request to commence negotiations.
- 9.2 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 Procedure in Annexure A of the MSA Determination shall take effect; or
 - (b) either Party may initiate the Dispute Resolution Procedure in Annexure A of the MSA Determination.

10. Dispute Resolution Procedure

- 10.1 Subject to subsection 10.1.1(b) below, Net2One and the Access Seeker shall adopt and comply with this Dispute Resolution Procedure in relation to any dispute which may arise between an Access Seeker and Access Provider in relation to or in connection with the supply of Facilities or Services to which the Standard applies (Access Dispute).
 - 10.1.1 The following Dispute Resolution mechanisms are discussed in this section:
 - (a) inter-Party working groups; and
 - (b) subject to specific resolution of disputes, being:
 - (i) technical disputes (which must follow the procedure set out in section 5 of this Annexure if they cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Annexure);

- (ii) Billing Disputes, which must follow the procedures set out in section 6 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 2, 3 and 4 of this Annexure, must be referred to the Commission for resolution.

10.1.2 A dispute between Parties regarding any matter dealt with shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the disputes 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.

Net2One shall not prevent the Access Seeker from notifying a dispute to the Commission in accordance with the Act.

10.2 General

10.2.1 Until expiry of these Dispute Resolution Procedures, an Operator may not commence court proceedings relating to that dispute, other than an application for urgent interlocutory relief. Nothing in this subsection shall be construed as ousting the jurisdiction of any court.

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

10.2.3 During a dispute and any Dispute Resolution process invoked in accordance with this subsection, Net2One and Access Seeker must continue to fulfil their obligations under the Access Agreement between them.

10.2.4 Subject to subsection 10.2.5 below, the parties to a dispute shall exchange information of a type described in this Standard during the course of, and to facilitate, resolution of such a dispute.

10.2.5 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 provisions contained in the Confidentiality Agreement prepared in accordance with subsection 5.3.8 of the Mandatory Standard on Access (the Standard).

10.2.6 A Party must not use information obtained under subsection 10.2.4 or described in subsection 10.2.5 above for any purpose other than to resolve the dispute.

10.2.7 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.

10.2.8 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 10.2.7 above. If an arbitrator decides not to determine the dispute, the Party that initiated the dispute must pay the other Party's costs.

10.3 Inter-Party working group

10.3.1 In the first instance the Access Seeker and Net2One should attempt to resolve the Access Dispute between themselves.

10.3.2 Net2One and the Access Seeker shall establish a working group, or working groups, to fulfil the requirements of subsection 10.3.1 above. The working group shall be comprised of representatives of the Parties, and be headed by a person who holds a position at least equivalent to the head of Net2One's Wholesale or Interconnection Group.

10.3.3 Net2One shall provide for:

- (a) subject areas dealt with by each working group;
- (b) equal representation by the Access Seeker and Net2One;
- (c) chairmanship and administrative functions of the working group to be shared equally; and
- (d) formal notification procedures to the working group.

10.3.4 Net2One and the Access Seeker shall use reasonable endeavours to attempt to settle an access dispute in the working group context for a period of no longer than forty five (45) days, subject always to a Party's right to seek urgent interlocutory relief.

10.4 Billing Dispute resolution

10.4.1 A Party (the Invoicing Party) shall provide to the other Party (the 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 services during such Billing Period .

10.4.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if the Access Seeker notifies Net2One within forty-five (45) days after the date of receipt of such invoice.

10.4.3 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 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 calculation of the Charges which are the subject of the Billing Dispute.

10.4.4 A Billing Dispute Notice given under this subsection 10.4 must specify:

- (a) the reasons for which the Invoiced Party disputes the Invoice;
- (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.
 - (d) evidence in the form of the Invoiced Party's outgoing report, indicating the relevant traffic data which is in dispute
- 10.4.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with subsection 5.11.11 of the Standard. If the dispute is resolved against the Invoiced Party, that Party shall be required to pay interest at the rate specified in subsection 5.11.15 of the Standard on the amount payable.
- 10.4.6 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 in accordance with clause 5.11.15 of the Standard. 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.
- 10.4.7 The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this subsection 10.4.
- 10.4.8 If the Parties are unable to resolve any Billing Dispute within thirty (30) days (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.
- 10.4.9 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 dispute with that international correspondent. As a general rule, the period of suspension will not exceed one-hundred and twenty days (120). However, the Parties 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.
- 10.4.10 Once the Negotiation Period and any extension granted under subsection 10.4.8 above has expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in subsection 10.4.11 (Billing Dispute Escalation Procedure).
- 10.4.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 10.4.11 by notifying the Invoicing Party's Billing Representative. Each of the Parties shall then appoint a designated representative that has authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of this Standard. The designated representatives shall meet as often as they reasonably deem necessary in Order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. 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.

10.4.12 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 14 days from the date of resolution of the Billing Dispute.

10.4.13 Although it is 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.

10.4.14 A Party may request a joint investigation of Invoice discrepancies after that Party has conducted comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the Parties must agree 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.

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

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

10.4.17 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.

11. Initial Meeting

11.1 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.

12. Fast-Track Application and Agreement

12.1 Net2One provides a fast-track application and agreement process for Access Seekers based on the following principles:

- (a) the fast-track process is limited to the criteria set out by Net2One in accordance with paragraph 12 of Section D in this RAO;
- (b) the fast-track application form is limited to gathering information from the Access Seeker as set out in paragraphs 2.2(a) and (b) of Section D in this RAO. The template for the fast-track application form is made available under Section J in this RAO;
- (c) Net2One reserves the right to refuse the Access Seeker's fast-track application for the reasons set out in paragraphs 6.1(e), (f) or (g) of Section D in this RAO;
- (d) the fast-track agreement between Net2One and the Access Seeker must be on the terms of Net2One's RAO; and
- (e) Access Seeker and the Commission will be provided with two (2) copies of the RAO executed by Net2One or a notice of refusal that sets out the grounds for refusal under paragraph 12.1(c) of Section D in this RAO within ten (10) Business Days.

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SECTION E: OBLIGATIONS FOR PROVISION OF INFORMATION

- 1.1 The obligations of each Party to provide information to the other Party are subject to MSA Determination and the requirements of confidentiality in the confidentiality agreement signed by the Parties.
- 1.2 An Access Seeker must provide Net2One on a timely basis with all agreed information reasonably required to determine rates and charges to be billed by Net2One to the Access Seeker or by each Party to its Customers.
- 1.3 Net2One must provide the following information to the Access Seeker within ten (10) Business Days of receipt of a written request from the Access Seeker for the provision of access:
 - (a) any supplementary details of a Facility and/or Service offered by Net2One not included in the RAO, including details concerning POIs and other locations at which physical co-location, virtual co-location or in-span interconnection is available to the Access Seeker;
 - (b) any supplementary access charges for access to Facilities and/or Services not included in the RAO;
 - (c) any supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in the RAO, including but not limited to the physical and logical interfaces of its Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with Net2One's Network;
 - (d) supplementary details of Net2One's operational processes and procedures not included in the RAO;
 - (e) supplementary details of Net2One's provisioning cycles not included in the RAO and any impact such cycles may have upon the Access Request by the Access Seeker;
 - (f) details of Net2One's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;
 - (g) any security requirements, insurance requirements and creditworthiness information required by the Access Provider; and
 - (h) Net2One's reasons for failing to supply any of the information referred to in paragraphs 1.3(a) – 1.3(h) of Section E in this RAO.
- 1.4 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.
- 1.5 Information provided under the RAO 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.

- 1.6 Information required to be provided under the RAO need not be provided if the recipient Party has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Party 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 Party may deny the recipient Party further access to the information for the period during which the non-observance or non-conforming use. The Parties will cooperate to resolve the providing Party's reasonable concerns so that information exchange can be resumed as soon as possible.
- 1.7 The confidentiality agreement to be entered into by and between the Access Seeker and Net2One in relation to paragraph 1.6 of Section E in this RAO:
- (a) shall be reciprocal;
 - (b) shall be no broader than the confidentiality provisions in this RAO;
 - (c) shall be no broader than necessary to protect the legitimate commercial interests of the Disclosing Party;
 - (d) shall include provisions prohibiting the Receiving Party from disclosing information to the third parties or using information other than as necessary for the purposes of assessing request for access; and
 - (e) shall not prevent the disclosure of Confidential Information or other information to the Commission by the Receiving Party.
- 1.8 The Parties 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 Party entitled to receive the information will not entitled to obtain direct access to the database.
- 1.9 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring a Party at any time to disclose to the other Party 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 Party holding the information must use its reasonable endeavours to obtain the consent of that third person.
- (b) After the Access Agreement comes into force a Party must use its best endeavours not to enter into any contract which would prevent it from making relevant information available to the other Party unless the contract includes a term which permits the contracting Party to make the information available if directed to do so by the Commission.
- 1.10 All communication information, call and other relevant information must be kept by both Parties for a period as may be agreed by the Parties pursuant to the Confidentiality Agreement for the purposes of verification and audit.
- 1.11 (a) The Access Seeker is required to obtain insurance which extends no further than the reasonable insurable interest that the circumstances require except for the following 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; and

- (b) comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into.
- 1.12 Net2One may only request creditworthiness information from the Access Seeker:
- (a) if Net2One 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;
 - (b) if the creditworthiness information sought is limited to information which is publicly available; and
 - (c) to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by Net2One over the minimum period of access to Facilities and/or Services in an Access Agreement.
- 1.13 An Operator shall only use Intellectual Property and information provided by another Operator for the purposes of providing or acquiring access to requested Facilities and/or Services. An Operator must not use such Intellectual Property or information for the development or marketing of other communication services or Equipment by that Operator; its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, or third parties.

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SECTION F: BILLING AND SETTLEMENT OBLIGATIONS

- 1.1 Where relevant, the billing and settlement obligations set out in Section 5.11 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 this RAO.
- 1.3 The Parties shall bear and pay all taxes as required by Malaysian law that result from the implementation of this RAO.
- 1.4 All payments must:
 - (a) be made by the Access Seeker in Ringgit Malaysia (RM) and paid on the Due Date unless otherwise agreed in writing by the Parties;
 - (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 Net2One may impose any security requirements on the Access Seeker in the event that Net2One reasonably determines that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.
- 1.6 Net2One guarantees that the amount and type of any security requirements to be imposed on the Access Seeker is only imposed in Net2One'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 Facilities and/or Services with a minimum period of access, the minimum period of access to those Facilities and/or Services; and
 - (ii) for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services;in an Access Agreement;
 - (b) the creditworthiness of the Access Seeker; and
 - (c) security previously reasonably required by Net2One.
- 1.7 Net2One must not impose a security requirement on the Access Seeker which:
 - (a) exceeds a commercially reasonable estimate of the charges that will be incurred by Net2One over the minimum period of access of Facilities and/or Services to be provided by Net2One to the Access Seeker; or
 - (b) is designed to, or has effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.
- 1.8 Unless otherwise agreed Net2One will invoice Charges in advance based in each Billing Period. Each invoice will be issued 30 days before the commencement of each Billing Period. Rental charges shall commence to be payable from the date Facilities or Services are provided, which shall be the Agreed Ready For Service Date unless otherwise stated.
- 1.9 Each invoice will state the charges for the Billing Period and will be accompanied by information as may be reasonably necessary for the Access Seeker to verify rates and Charges contained in the bill. The issuance of invoices shall be made in accordance with the Billing Cycles specified in the

Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker in the Access Agreement.

- 1.10 If an operator discovers an error in an invoice, it must notify the other operator. The operator who made the error must make necessary adjustment to correct that error in the next invoice. Any omitted or miscalculated Charges from an invoice within one (1) month after end of the billing cycle may be included in a later invoice, provided the Charges are substantiated and the inclusion or amendment shall be made within three (3) months from the issuing of the original invoice in which the omitted or miscalculated Charges should have been included or within thirteen (13) months from the month in which the Services were provided, whichever is later.
- 1.11 Where Net2One is unable to issue an Invoice, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (provisional invoice). In such circumstances, Net2One may invoice an Access Seeker for a provisional amount for a period of not more than three successive Billing Periods, provided the amount of the provisional Invoice is no more than the average of the most recent three Invoices. Where there have not been three (3) past Invoices for access to the relevant Services or Facilities, Net2One may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice. The Access Seeker shall pay the Provisional Amount by the Due Date. The Provisional Amount will be adjusted in the next invoice or as soon as practicable but not later than sixty (60) days after the month in which the charges were incurred or such other time period as may be agreed in writing (“Adjustment Period”). If an adjustment is not made within the Adjustment Period, the Access Seeker shall treat the Provisional Amount as the actual invoice. If the actual amount for a particular Billing Period is higher than the provisional amount for the Billing Period, then the Access Seeker shall pay in full such difference with no interest within one (1) month from the receipt of the actual Invoice to Net2One. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then Net2One shall reimburse in full such difference with no interest within one (1) month from the receipt of the actual Invoice to the Access Seeker.
- 1.12 The Invoices shall state all Charges in Ringgit Malaysia and the Access Seeker shall make payment in Ringgit Malaysia unless otherwise agreed by the parties.
- 1.13 The Access Seeker may request for an aggregated summary of billings for access to the Facilities and/or Services from Net2One for the Facilities and/or Services provided to the Access Seeker. Net2One shall provide the aggregated summary of billings to the Access Seeker in monthly tranches.
- 1.14 Billing Disputes

In the event the Access Seeker wishes to dispute an invoice, the Access Seeker shall notify Net2One in writing within thirty (30) Business Days after the date of receipt of such invoice.

The dispute notification shall provide the following information: -

- (a) the reasons for which the Access Seeker disputes the Invoice;
- (b) the amount in dispute; and
- (c) details required to identify the relevant invoice and Charges in dispute including the account number, the invoice reference number, the invoice date, the invoice amount; and the billing verification information.

- 1.15 Withholding of Disputed Amounts

Subject to paragraph 1.14 above, Net2One will allow the Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker.

1.16 Billing Dispute Resolution

Where relevant the Parties must comply with the Dispute Resolution Procedures applicable to the billing disputes:

- (a) The Access Seeker notifies Net2One within fifteen (15) Business Days from the date of receipt of the invoice of such dispute (unless otherwise agreed by Net2One and Access Seeker in the Access Agreement); and
- (b) The Access Seeker's notification specifies the information referred to in paragraph 1.14 above.

1.17 Subject to withholding of amounts being disputed in good faith, Net2One may charge interest in any amount outstanding from the Access Seeker from time to time, in respect of that overdue sum at the rate of two percent (2%) per annum above Maybank Berhad's Base Lending Rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than sixty (60) days will bear interest at the rate of three percent (3%) per annum above Maybank Berhad's Base Lending Rate calculated from the due date until the date of receipt of the full payment by Net2One.

1.18 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.

1.19 Net2One shall be entitled to revise the Security Sum in any of the following event:

- (a) at each subsequent anniversary from the Commencement Date;
- (b) 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;
- (c) upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
- (d) 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 1.19 (d).

1.19 Where the Security Sum is revised pursuant to subsection 1.19 (b) above, the Access Seeker shall within ten (10) Business Days from the written request of Net2One, deposit the new Security Sum with Net2One.

1.19.1 Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account ("said accounts") 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.

- 1.19.2 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.
- 1.19.3 Subject to subsection 1.19.3 above, upon termination of this RAO, 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.
- 1.20 Unless otherwise agreed by Net2One and the Access Seeker in an Access Agreement, Net2One may not set-off Invoices except where the Access Seeker is in liquidation or at least three (3) Invoices have been issued and such Invoices have not been paid (excluding disputed amounts).

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SECTION G: GENERAL OBLIGATIONS

Notices

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

Attention : Senior Vice President, Legal & Regulatory

Address : D-25-01,
Menara Mitraland,
No 13A, Jalan PJU5/1, Kota Damansara PJU5,
47810 Petaling Jaya, Selangor
Malaysia.

Facsimile : 03-7664 9922

Email : regulatory@net2one.my

Term, Suspension and Termination Obligations

2.1 Term

The Operators shall, unless otherwise required by the Access Seeker, enter into an Access Agreement with a term of no less than three (3) years from the date of execution of the Access Agreement.

2.2 Termination circumstances

Subject to paragraph 2.5, Net2One may terminate an Access Agreement or part thereof if any of the circumstances referred to in subsections 2.2 (a), 2.2 (b) or 2.2 (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 ninety (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.

2.3 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).

2.4 Suspension circumstances

Subject to paragraph 2.5, 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 5.11 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 paragraph 2.4, Net2One must provide Access Seeker five (5) Business Days' notice in writing, including written reasons, prior to suspending access to any Access Services(s).

2.5 Undertakings:

If the Operators 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 Operators 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 provided that:
 - (i) such charges must be reduced to reflect any cost savings to Net2One from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
 - (ii) Net2One must use reasonable endeavours to mitigate its costs of termination or suspension and maximize cost savings under subsection 2.6(b)(i) above.

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 paragraph 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 RAO preface.
- 1.2 Where applicable, the Parties 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 Parties 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:
 - (i) the planning, ordering, provisioning and delivery of the relevant network facilities or network services;
 - (ii) the management of the relevant network facilities or network services including:
 - (aa) 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;
 - (bb) Network operations in the event of Network failure, congestion and blockage and ensuring that the Parties' Network are adequately protected from harm;
 - (cc) Test procedures and other technical and operational matters relating to the provision of network facilities or network services by Net2One to the Access Seeker;
 - (dd) The handling of Customer operations; and
 - (ee) Such other matter as Net2One determines.
- 1.3 Where relevant, the content obligations set out in Section 5.5 to Section 5.16 of the MSA Determination shall be applicable.
- 1.4 Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
- 1.5 Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator and to whom that Operator supplies Facilities and/or Services (inter alia) to report faults relating to any Network, Facility and/or Service.
- 1.6 Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service.

- 1.7 An Operator shall:
- (a) perform fault reporting and identification on a non-discriminatory basis; and
 - (b) treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.
- 1.8 If a Customer reports a fault to an Operator:
- (a) when the Customer is directly connected to another Operator; or
 - (b) which clearly relates to a Network, Facility and/or Service of another Operator, the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.
- 1.9 The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services which are used in another Operator's Network.
- 1.10 If a major fault occurs which affects communication that crosses or would cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.
- 1.11 If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on another Operator's Network, network facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:
- (a) the existence of the fault;
 - (b) the actions being taken by the first-mentioned Operator to rectify the identified faults and restore the service; and
 - (c) the outcome of those actions.
- 1.12 Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.
- 1.13 Each Operator shall give priority to faults in the following order:
- (a) the highest service loss impact in terms of the number of Customers affected;
 - (b) those which have been reported on previous occasions and have re- occurred; and
 - (c) all other faults.
- 1.14 Each Operator shall rectify faults on a non-discriminatory basis.
- 1.15 Each Operator shall respond to and rectify faults within the lesser of:
- (a) timeframes set out in a relevant Service Specific Obligation or, if there is no such timeframe, the response timeframes, progress update frequencies and rectification timeframes set out in the table below;
 - (b) timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and

(c) timeframes equivalent to that which Net2One provides to itself.

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Priority Level	Fault types	Response Timeframe	Progress Update Frequency	Rectification time
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signalling problem 5. Major routing issues Fraudulent calls	Within one {1} hour	Every one (1) hour	Four (4) hours
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-30% 5. Cross line and silent calls Mobile number portability issues	Within four {4} hours	Every four (4) hours	Twenty-four (24) hours
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	1. Remote congestion 2. External Technical Irregularities (" ETI ") 3. Other performance related issues	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

1.16 If an Operator intends to undertake planned maintenance ("**Maintenance Operator**") which may affect an Access Seeker's Network, Facilities and/or Services, the Maintenance Operator must:

- (a) provide the 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 minimize any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
 - (c) where the Operators agree that it is practicable, provide or alternative routing carriage at no additional cost to the Access Seeker.
- 1.17 A Maintenance Operator shall undertake planned maintenance within windows of time agreed with other Operators, and where the windows of time for such planned maintenance have the least effect on end users.
- 1.18 If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Operator's Network, the Maintenance Operator must, if it is able to:
 - (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 both Operators' Networks, and which are caused by the maintenance or re-routing; and
 - (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Operator.
- 1.19 Net2One shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.
- 1.20 The Operators must report all interconnection and access outages that relate to Networks, Services and/or Facilities to the Net2One's relevant fault reporting and rectification service.
- 1.21 The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.
- 1.22 An Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:
 - (a) causes interference; or
 - (b) materially obstructs; interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.
- 1.23 If an Operator notices ("Notifying Operator") another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:
 - (a) the other Operator shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or

(b) If the other Operator shall not able to locate the source of the interference within twenty-four (24) hours under paragraph 1.23(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

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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 RAO preface.
 - 1.2 Where relevant, the forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable:
 - (a) Subject to paragraphs 1.2(c) and (d) of Part II of Section H in this RAO, Net2One may require the Access Seeker to provide forecasts in good faith with regard to a certain period of supply of access to Facilities and/or Services in accordance with Part II of Section H in this RAO.
 - (b) The Access Seeker may request preliminary information from Net2One about the availability and capacity of its Facilities and/or Services to the extent the Access Seeker requires such information to provide forecasts.
 - (c) Net2One may request the Access Seeker to confirm the relevant forecasts to ensure that access can be provided in accordance with the forecasts.
 - (d) Net2One and the Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out under Part II of Section H in this RAO as part of an Access Agreement. In such circumstances, the parties shall be bound by the terms of that alternative procedure and not Part II of Section H in this RAO.
 - (e) Subject to paragraph 1.2(c) of Part II of Section H in this RAO, Net2One may require the Access Seeker to provide forecasts that are legally binding on the Access Seeker, only to the extent that Net2One is permitted to recover costs and expenses as set out in paragraph 1.2(p) of Part II of Section H in this RAO.
 - (f) Net2One may request an Access Seeker to provide with sufficient details to enable it to carry out network planning and provisioning, the following information (“Forecast Information”):
 - (i) the Facilities and/or Services in respect of which forecasts are required;
 - (ii) the total period of time covered by each forecast;
 - (iii) the intervals or units of time to be used in making the forecast and the intervals of time in which Net2One provides forecasting to itself;
 - (iv) the network area or operational area to which forecasts shall relate;
 - (v) the frequency with which a forecast must be updated or a further forecast made in accordance with this RAO and the length of time after which Net2One provides itself with the updated or further forecasts; and
 - (vi) such other information that Net2One reasonably requires in order to provide access to Facilities and/or Services requested by the Access Seeker.
 - (g) Forecasts to be provided by the Access Seeker shall not contain:
 - (i) any information that is or would allow Net2One to infer any non-permitted information;
 - (ii) any information that identifies or would enable the identification of Customer or particular services of the Access Seeker.
 - (h) Net2One shall require the Access Seeker to provide forecasts in accordance with a forecast request four (4) weeks after receipt of such request.
 - (i) Forecast Information is treated as Confidential Information and shall only be used by personnel of Net2One whose role is within Net2One’s wholesale or interconnection group or within that part of the network engineering group of

- Net2One responsible for interconnection or access, for the purpose of responding to and planning for the forecast and related orders.
- (j) Net2One may distribute Forecast Information of an Access Seeker outside the groups of people referred to in paragraph 1.2(j) of Part II of Section H in this RAO if:
 - (i) the Forecast Information of the Access Seeker is aggravated with forecasts provided by other Operators and Net2One's own requirements; and
 - (ii) the Forecast Information or its use does not otherwise identify the Access Seeker, its services and its Customers in any manner.
 - (k) Net2One shall notify the Access Seeker within five (5) Business Days of receiving a forecast whether or not Net2One considers the forecast to be in compliance with the forecast request and:
 - (i) if Net2One considers that the forecast does not comply with the forecast request, the Access Seeker must comply with the forecast request four (4) weeks after receiving such notice; or
 - (ii) if Net2One considers that the forecast does comply with the forecast request, Net2One must specify that the forecast is accepted.
 - (l) Net2One may reject a forecast following provisional acceptance where Net2One believes that the forecast is inaccurate or, there is sufficient2 capacity having regard to:
 - (i) total current usage of the Facilities and/or Services by Net2One and all Access Seekers;
 - (ii) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services;
 - (iii) the current rate of growth of total usage of the Facilities and/or Services by Net2One and all Access Seekers; and
 - (iv) the amount of capacity in the Facilities and/or Services that Net2One currently has available and can reasonably provision for the Access Seeker over the forecast period which must be at least equivalent to that which Net2One can reasonably provision for itself.
 - (m) If the forecast is rejected in accordance with paragraph 1.2(m) of Part II of Section H in this RAO Net2One must give notice of its acceptance or rejection ("Rejection Notice") of a forecast to the Access Seeker:
 - (i) within fifteen (15) Business Days of receipt of the relevant forecast; and
 - (ii) must specify the grounds on which Net2One rejects the forecast and an offer to meet within five (5) Business Days of the Rejection Notice for further discussion.
 - (n) The Access Seeker must reconsider its forecast following a Rejection Notice and either confirm its rejected forecast and provide further explanation or submit a new forecast, within twenty-one (21) Business Days of receipt of the Rejection Notice. Net2One will then reconsider any re-submitted or amended forecast.
 - (o) Net2One shall only recover any costs or expenses incurred due to its acceptance of a forecast from the Access Seeker if the forecast is not met by the Access Seeker in the event:
 - (i) such costs and expenses were reasonably and necessarily incurred by Net2One;
 - (ii) Net2One reasonably seeks to mitigate its loss no longer than the relevant forecast period; and
 - (iii) Net2One only recovers seventy-five percent (75%) of such costs and expenses which could not be mitigated under paragraph 1.2(o)(ii) of Part II of Section H in this RAO.

- (p) Net2One must carry out network planning in order to enable forecasts to be met subject to paragraphs 1.2 (k), (l), (m) of Part II of Section H in this RAO. If the Access Seeker has confirmed a forecast under paragraph 1.2(c) of Part II of Section H in this RAO, it will be binding on the Access Seeker.
- 1.3 Accept and Fulfilling Orders
 - 1.3.1 Net2One will use reasonable efforts to accept and fulfill Orders from the Access Seeker for Services that comply with a Forecast accepted by Net2One.
 - 1.3.2 Net2One will use reasonable efforts to accept and fulfill Orders that are in excess of agreed Forecast levels where:
 - (a) there is available capacity after meeting the Forecast requirements of other Operators or Net2One's own Forecast requirements; or
 - (b) Net2One can readily increase or upgrade existing capacity.
 - 1.3.3 If there is available capacity or capacity can be increased or upgraded readily, Net2One will allocate that capacity on a non-discriminatory basis to meet:
 - (a) its own requirements; and
 - (b) Forecast requirements of Access Seeker including those of other Operators.
 - 1.3.4 Having regard to its obligations under Assessment of Access Request in Section D of this RAO, Net2One is not required to fulfil Orders that are in excess of agreed Forecast Levels where this would materially degrade the quality of Services provided by Net2One to other Operators and to itself.
- 1.4 Requirement for Extra Capacity
 - 1.4.1 Net2One may require the Access Seeker to procure additional capacity on the Access Seeker's side of the Network to the extent that Net2One estimates that Operators may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of Net2One's Network.
 - 1.4.2 If the Access Seeker fails to procure the additional capacity in accordance with paragraph 1.4.1 of Part II of Section H in this RAO, Net2One must notify the Access Seeker in writing and the parties must meet within five (5) Business Days after receipt of the notice from Net2One to identify alternative sources of capacity.
 - 1.4.3 Net2One may bar or block calls or traffic to the Access Seeker's Network to minimize congestion within its Network if the matter cannot be resolved within ten (10) Business Days of the date of the meeting pursuant to paragraph 1.4.2 of Part II of Section H in this RAO.
- 1.5 Net2One shall permit capacity installed in connection with the provision of a network service to be used in connection with another network service at the Access Seeker's option.
- 1.6 If Net2One is able to offer an earlier delivery date, Net2One will advise the Access Seeker and if requested, deliver access to the relevant Facilities and/or Services at the earlier delivery date.
- 1.7 Where there is a delay in the delivery of an Order and:

- (a) the delay is caused by Net2One:
 - (i) Net2One shall notify the Access Seeker of the delay, together with its reasons when Net2One becomes aware of it;
 - (ii) Net2One shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
 - (iii) the delivery date shall be extended for a further period and Net2One shall promptly notify the Access Seeker of the same; or
 - (b) the delay is caused by the Access Seeker:
 - (i) Net2One shall notify the Access Seeker of the delay when Net2One becomes aware of it;
 - (ii) the parties must work together to minimize the delay; and
 - (iii) the delivery date shall be extended for a further period and Net2One shall promptly notify the Access Seeker of the same;
- 1.8 The Access Seeker is permitted to cancel or vary an Order at any time subject to paragraph 1.9 of Part II of Section H in this RAO.
- 1.9 Cancellation or Variation Penalty
- 1.9.1 Net2One may impose a charge for the cancellation or variation of an Order.
- 1.9.2 Access Seeker is required to pay the charge, not exceeding the lesser of the following amounts:
 - (a) the sum of costs incurred by Net2One which is directly attributable to the cancellation or variation; or
 - (b) 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 Order not been cancelled or varied.
- 1.10 Net2One shall co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services and treat the Access Seeker's testing and provisioning on an equivalent basis to that which Net2One treats testing and provisioning for itself.
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 RAO preface.

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

(a) Net2One shall designate and notify the Access Seeker of one or more of the following:

- (i) a person to whom orders for access to Facilities and/or Services are to be delivered;
- (ii) the e-mail address of the contact point to which orders for access to Facilities and/or Services are to be delivered; and
- (iii) a mechanism where orders for access to Facilities and/or Services can be made, provided that if such a mechanism is the only method which Net2One provides for the receipt of orders for that Facility and/or Service, Net2One cannot require the Access Seeker to invest in specialized technology or systems.

(b) Net2One may require the Access Seeker to provide it with an order which outlines the Access Seeker's access requirements, prior to the access being provided. Net2One may request the Access Seeker to provide the following information in an order for access to Facilities and/or Services:

- (i) the Facilities and/or Services to which access is requested;
- (ii) a requested date and time for delivery;
- (iii) the location of the points of delivery;
- (iv) Equipment of the Access Seeker to be used in connection with order, to the extent it may adversely affect Net2One's Network; and
- (v) Such other information that Net2One reasonably requires in order for it to provide access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which Net2One does not require from itself for similar provisioning, which identifies or enables the identification of a Customer or services of the Access Seeker or which is non-permitted information

(c) Ordering information is treated as Confidential Information and shall only be used by those persons within Net2One whose role is within Net2One's wholesale or interconnection group and that part of the network engineering group of Net2One responsible for interconnection or access, for the purpose of responding to and provisioning for the order.

2. Ordering Procedures

2.1 Subject to paragraph 2.2 the Access Seeker 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 Acknowledgement of Receipt

2.2.1 Within two (2) Business Days of receipt of an Order, Net2One shall:

- (a) if the Order is complete – confirm receipt of the Order by specifying the day and time the Order was received (“**Order Date**”); or
 - (b) if the Order is incomplete – return the Order to the Access Seeker and specify the information reasonably required by Net2One to clarify or complete the Order.
- 2.2.2 If the Access Seeker resubmits a completed Order within fourteen (14) Business Days of the Order having been returned by Net2One, the Order Date is the day the Order is resubmitted by the Access Seeker.
- 2.2.3 If the Access Seeker resubmits a completed Order more than fourteen (14) Business Days of the Order having been returned by Net2One, the Order is deemed to be a fresh Order.
- 2.3 Net2One shall include the following in its Notice of Receipt:
 - (a) the time and date of receipt of the Order;
 - (b) a list of any additional information required by Net2One to provision the Order;
 - (c) the available capacity and timeframe for the fulfilment of the Order at the available capacity;
 - (d) the position of the Order in Net2One’s queue.
- 2.4 If the Order is accepted, Access Provider must specify in its Notice of Acceptance:
 - (a) an indicative date when the Services requested in the Order will be ready to be provided (“Indicative Fulfillment Date”), subject to the Order being confirmed by the Access Seeker and any Indicative Fulfillment Date as confirmed by the Access Seeker shall be the Agreed Ready For Service Date;
 - (b) the date when civil works (if any) are intended to commence;
 - (c) an estimate of the Charges for fulfilling the Order;
 - (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Service; and
 - (e) a validity period of ninety (90) days after acceptance for the Access Seeker to confirm the Order.
- 2.5 Net2One will not require Access Seeker’s confirmation of an Order if Net2One accepts the Order without change. Where the Access Seeker’s confirmation is required for Net2One to proceed with fulfilling an Order, the Access Seeker is permitted to provide its confirmation within the Validity Period and Net2One shall not provision the Order until the confirmation is received.
- 2.6 If the Notice of Acceptance provided by the Net2One contains estimates of charges:
 - (a) Net2One shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:
 - (i) the estimate will likely to exceed;
 - (ii) an explanation of the reasons for exceeding the estimate; and
 - (iii) a further estimate of the charges for the work necessary to fulfill the Order.
 - (b) The Access Seeker shall be permitted to withdraw the Order without penalty within ten (10) Business Days if the revised estimate in the notice exceeds the original estimate by more than ten percent (10%).
 - (c) Where the actual cost incurred by Net2One exceeds an estimate or revised estimate due to:
 - (i) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or

- (ii) a change in the scope of work by the Access Seeker,

The Access Seeker shall be obliged to pay Net2One for the actual cost incurred; and

- (d) Net2One shall only commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate.

- 2.7 The Access Seeker shall ensure that the order contains enough information to enable Net2One to access and fulfil the order.
- 2.8 When an order is placed, Net2One shall:
 - (a) establish a single queue for all Orders for a given type of Facility and/or Service, where those Orders are required for itself or any Access Seekers;
 - (b) give the equivalent priority to the handling of all Orders in each queue; and
 - (c) otherwise treat all Orders in each queue in compliance with its queuing policy which shall be non-discriminatory and shall maximize the efficiency of its ordering and provisioning process.
- 2.9 Net2One shall treat the Orders of Access Seekers on an equivalent basis to that which Net2One treats Orders for itself for the same or similar Facilities and/or Services.
- 2.10 Net2One shall notify the Access Seeker at the time of providing an acknowledgment of receipt of the Order of their acceptance of and position in, Net2One's queue.
- 2.11 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	Sixty (60) Business Days
All Orders involving augmentation of capacity on existing Facilities and infrastructure relevant to the Services that are the subject of the order	Twenty (20) Business Days

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

- 2.12 Where there is a delay in the delivery of an Order, 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 Net2One.
- 2.13 If Net2One reasonably believes that the capacity in any Facilities and/or Services required by:
 - (a) the Access Seeker pursuant to the relevant Forecast and/or Order;
 - (b) other Access Seekers pursuant to their relevant Forecasts and/or Orders; and
 - (c) Net2One for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest,

would in aggregate exceed the capacity which Net2One will be in a position to provide, Net2One must:

- (d) notify all Access Seekers to whom relevant capacity is supplied; and
- (e) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with Net2One's Capacity Allocation Policy.

2.14 Allocation of Constrained Capacity

2.14.1 Capacity on Net2One's Network is constrained if the capacity that is immediately available to meet the relevant Service ("Available Capacity") is less than the total capacity required ("Required Capacity") to meet:

- (a) the Access Seeker's Agreed Forecast and those of other Operators;
- (b) Net2One's own Forecast; and
- (c) any redundant capacity ("Redundant Capacity") that is reasonable for Net2One to reserve in respect of the relevant Service.

2.14.2 Net2One must maintain a policy for allocating constrained capacity ("Capacity Allocation Policy") which shall be freely disclosed to each Access Seeker upon entry into an Access Agreement and the Commission upon the Effective Date, to both Access Seekers with whom Net2One has an Access Agreement and the Commission each time it is amended and any other Operator on request.

2.14.3 For clarity purpose, the Capacity Allocation Policy shall set out the principles in accordance with which Net2One shall determine how to allocate capacity between its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest and any other Operator, in circumstances where the amount of capacity available is less than the aggregate of capacity required by Net2One's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest and the other Operator and shall:

- (a) be fair and reasonable;
- (b) be consistent with Net2One's duty of non-discrimination;
- (c) treat the Access Seeker's requirements on an equivalent basis to that which Net2One treats itself for the same Service; and
- (d) allocate the Available Capacity less the Redundant Capacity (if any) in proportion to each operator's Forecast (including Net2One's own Forecast).

2.14.4 If Net2One anticipates that it may not be able to meet the Access Seeker's Forecast (whether agreed or not) because of constrained capacity, Access Provider must:

- (a) notify the Access Seeker that capacity is constrained;
- (b) give the Access Seeker a copy of Access Provider's Capacity Allocation Policy in relation to the Service required by the Access Seeker; and
- (c) allocate the Available Capacity between itself, the Access Seeker and other Operators in accordance with the Capacity Allocation Policy.

- 2.15 Subject to subsection 2.15.1 below, if Net2One fails to meet any timeframe in paragraph 2.11 with respect to the delivery of access to Facilities or Services pursuant to an Order made in accordance with the Access Agreement except when such failure caused solely by the Access Seeker's delay Net2One shall, without limitation to any other rights the Access Seeker may have in the Access Agreement or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring rental charges payable for the Facilities or Services prorated daily for the number of days delayed subject to a maximum sum of one (1) month's rental.
- 2.15.1 Net2One shall not be liable for failures or delays in meeting the Agreed Ready For Service Date or any timeframe of delivery for Services due to any of the following reasons:
- (a) the Service being modified or altered in any way at Access Seeker's request;
 - (b) an act of God, an act of any government, an act of any third party which is beyond Net2One's control or any other circumstance commonly known as "force majeure";
 - (c) incomplete order information provided by the Access Seeker to Net2One; or
 - (d) any act or omission of Access Seeker which causes or contributes to the delay or failure to meeting the delivery date.

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PART V – NETWORK CHANGE

1. General

1.1 Part V 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 RAO preface.

1.2 Where relevant, the network change procedures obligations set out in Section 5.10 of the MSA Determination shall be applicable.

2. Network Change Procedures

2.1 Each Party 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 Party; and

(b) do not damage, interfere with or cause any deterioration in the operation of the other Party's Network.

2.2 A Party must not modify, or take any action which would have the effect of modifying the operation of the Network of the other Party or take any action with respect to the other Party's Network without the other Party's permission.

3. Network Change Obligations

3.1 Network Change

This paragraph applies where a party proposes to implement a Network Change of a type referred to in paragraph 3.2 below which necessitates a change in the hardware or software (including interface software) of the other party's Network in order to ensure the continued proper operation and compatibility of the parties respective Networks, services and procedures.

3.2 Types of Changes

3.2.1 The following kinds of proposed Network Changes may be within the scope of paragraph 3.1 above:

(a) any change by the Operator proposing to make the change ("Notifying Operator") to any technical specification of the interconnection interface between their respective Networks ("Interface Change");

(b) any change by the Notifying Operator to any technical specification or characteristic of the Services or Facilities to which the other Party ("Recipient Operator") has access which will or might affect:

(i) the Recipient Operator's Network;

(ii) the Recipient Operator's use of the Services or Facilities provided by the Notifying Operator ("Service Change");

- (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator Network which will or might affect the Recipient Operator’s Network (“Other Network Change”);
- (d) any enhancement by the Notifying Operator of the features, functions or capabilities of the Services/Facilities to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either;
 - (i) to itself or,
 - (ii) to any other Operator (“functionality Change”), (collectively referred to as “Relevant Changes”).

3.3 Notification of Change

3.3.1 If a Notifying Operator proposes to make Relevant Change to its Network, services or procedure, the Notifying Operator shall provide the Recipient Operator with notice in writing of:

- (a) the nature, effect, technical details and potential impact on the Recipient Operator’s Network of the proposed Relevant Change, described at a sufficient level of detail to enable the other Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and
- (b) a date, which shall be no later than ten (10) Business Days from the date of the notice under this Clause, on which representatives of the Notifying Operator will be available to discuss with representatives of the Recipient Operator the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant change as soon as reasonably practicable and, in any event, with not less than the relevant notice period set out below:

Relevant Change	Notice Period
Interface Change	3 months
Network Change	3 months
Service Change	3 months
Functionality Change	3 months

3.3.2 Post-notification Procedures: The Notifying Operator shall:

- (a) meet with the representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in paragraph 3.3) for the purpose of discussing the Relevant Changes and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;

- (b) provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator's request for such additional information; and
- (c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimise any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

3.4 Testing

3.4.1 A Notifying Operator shall, bearing its own costs in doing so:

- (a) co-operate with a Recipient Operator in relation to the development of procedures for testing the impact of Relevant Changes on the proper operation and compatibility of the parties' respective Networks;
- (b) jointly carry out testing with the Recipient Operator no less than twenty (20) Business Days before the Notifying Operator proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under subsection 3.4.1 (a).

3.4.2 Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under subsection 3.4.1, if such tests:

- (a) are not accepted by ten (10) Business Days prior to the date when the rator proposes to effect the Relevant Changes; or
- (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operator' respective Networks, services and procedures the Notifying Operator must postpone implementation of the Relevant Changes. The period of the postponement will be the period necessary to allow the Operators to repeat the steps in subsections 3.3.1 to 3.4.1 above.

3.5 Testing failure: Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under paragraph 3.4, if such tests:

- (a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or
- (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures, the Notifying Operator must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operators to repeat the steps in paragraph 3.3 to paragraph 3.4 of this Part V of Section H in this RAO.

PART VI – OPERATION AND MAINTENANCE

1. General

1.1 Part VI 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 RAO preface.

1.2 Where relevant the operation and maintenance obligations set out in Section 5.12 of the MSA Determination shall be applicable.

2. Operational and Maintenance Standard

2.1 The Parties 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.

2.3 Each Party shall be responsible for the operations and maintenance of its own network facilities and network services.

3. Maintenance Procedures and Practices

3.1 Each Party 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 Parties will co-operate to each other to meet the terms of their respective Licences and to fulfill their obligations under the Agreement within windows of time agreed with other Operators.

4.2 The Parties will:

(a) 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;

(b) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days' notice of the planned maintenance; and

(c) where the Parties agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

4.3 Each Party 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.

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PART VII - LEGAL BOILERPLATE OBLIGATIONS

1. General
 - 1.1 Part VIII of Section H sets out the legal boilerplate procedures that may be applicable as set out in Section 5.16 Legal Boilerplate Obligations of MSA Determination.
 - 1.2 Each Operator shall specify all charges in the Access Agreement and shall not attempt to recover any other costs, expenses or charges which are not specified in the Access Agreement except where such work is to be done on a time and materials basis in which case Net2One shall do such work in accordance with a quotation agreed with the Access Seeker as set out in the MSA Determination.
 - 1.3 Each Operator shall licence to the other Operator under the Access Agreement on a royalty-free basis, all Intellectual Property rights necessary for the ongoing operation of the Access Agreement and the inter-operability of the Operators' Networks, subject to any relevant third party licences. The term of the licence must be consistent with the term of the relevant Access Agreement.
 - 1.4 An Operator shall only vary the amount and type on any security requirements imposed on another Operator:
 - (a) a maximum of once in any twelve (12) month period;
 - (b) if there is a material increase in the credit risk to the Operator due to changes in either or both of the circumstances under paragraphs 1.6(a) and (b) of Section F in this RAO; and
 - (c) if the Operator determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.

if amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the Operator for the purposes of subsection 1.4(b) above.

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SECTION I: SERVICE SPECIFIC OBLIGATIONS

PRODUCT MODULES

SCHEDULE A: LIST OF FACILITIES AND/OR SERVICES

- I. Transmission Service

SCHEDULE B: CHARGES AND CHARGING PRINCIPLES

Transmission Service

- I. Trunk Transmission Service
- II. End-to-End Transmission Service
- III. Wholesale Local Leased Circuit Service

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SCHEDULE A

I. TRANSMISSION SERVICE

TERMS AND CONDITIONS

1. General

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

1.2 For the purposes of paragraph 1.2 of Part II of Section H in this RAO, Net2One shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Transmission Services is one (1) year;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Transmission Services is one (1) year;
- (c) the maximum frequency to update or to make further Forecasts regarding Transmission Services is once a year.

1.3 For the purposes of paragraph 2.2 of Part III of Section H in this RAO, Net2One shall acknowledge receipt of each Order for a Transmission Service within two (2) Business Days.

1.4 For the purposes of paragraph 1.9 of Part III of Section H in this RAO, between the Operators, the Billing Cycle for Transmission Services will be quarterly.

2. Trunk Transmission Service

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. End-to-End Transmission Service

3.1 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.

- 3.2 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.
- 3.3 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.
- 3.4 The minimum period for which the Access Seeker may lease End-to-End Transmission Service is one (1) year.

4. Wholesale Local Leased Circuit Service
 - 4.1 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.
 - 4.2 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.
 - 4.3 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.
 - 4.4 The minimum period for which the Access Seeker may lease Wholesale Local Leased Circuit Service is one (1) year.

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SCHEDULE B

TRANSMISSION SERVICE

I. TRUNK TRANSMISSION SERVICE

CHARGES AND CHARGING PRINCIPLES

	Ringgit Malaysia per month		
	2018	2019	2020
Within Peninsular Malaysia and within Sabah and Sarawak			
1 Mbps	9	8	7
10 Mbps	86	78	71
100 Mbps	863	776	710
200 Mbps	1,726	1,551	1,421
500 Mbps	4,314	3,878	3,552
750 Mbps	6,472	5,817	5,327
1 Gbps	8,836	7,942	7,273
3 Gbps	26,508	23,825	21,820
5 Gbps	44,180	39,709	36,367

	Ringgit Malaysia per month		
	2018	2019	2020
Between Peninsular Malaysia and Sabah and Sarawak			
1 Mbps	37	34	31
10 Mbps	371	340	315
100 Mbps	3,712	3,404	3,149
200 Mbps	7,423	6,808	6,298
500 Mbps	18,558	17,019	15,745
750 Mbps	27,837	25,529	23,617
1 Gbps	38,007	34,855	32,245
3 Gbps	114,022	104,565	96,734
5 Gbps	190,036	174,275	161,224

	Ringgit Malaysia per month		
	2018	2019	2020
Installation (non-recurring charge)	426	447	469

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II. END-TO-END TRANSMISSION SERVICE

CHARGES AND CHARGING PRINCIPLES

	Ringgit Malaysia per month		
	2018	2019	2020
Within Peninsular Malaysia and within Sabah and Sarawak			
1 Mbps	105	106	108
10 Mbps	1,353	1,302	1,256
100 Mbps	2,130	2,000	1,895
200 Mbps	2,993	2,775	2,606
500 Mbps	5,582	5,102	4,737
750 Mbps	7,739	7,041	6,512
1 Gbps	10,103	9,166	8,459
3 Gbps	28,406	25,660	23,597
5 Gbps	46,078	41,543	38,144

	Ringgit Malaysia per month		
	2018	2019	2020
Between Peninsular Malaysia and Sabah and Sarawak			
1 Mbps	134	133	132
10 Mbps	1,638	1,565	1,500
100 Mbps	4,979	4,628	4,334
200 Mbps	8,690	8,032	7,483
500 Mbps	19,825	18,243	16,930
750 Mbps	29,104	26,753	24,802
1 Gbps	39,274	36,079	33,430
3 Gbps	115,919	106,399	98,511
5 Gbps	191,934	176,109	163,001

	Ringgit Malaysia per month		
	2018	2019	2020
Installation (non-recurring charge)	5,110	5,365	5,633

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III. WHOLESALE LOCAL LEASED CIRCUIT SERVICE

CHARGES AND CHARGING PRINCIPLES

	Ringgit Malaysia per month		
	2018	2019	2020
Below 1 Mbps	48	49	50
From 1 Mbps to 1 Gbps	634	612	593
From 1 Gbps to 10 Gbps	16,042	15,432	14,869
From 1 Gbps (using Dense Wavelength Division Multiplexing equipment)	949	917	888

	Ringgit Malaysia per month		
	2018	2019	2020
Installation (non-recurring charge)	2,555	2,683	2,817

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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 D-25-01, Menara Mitraland, No. 13A, Jalan PJU 5/1, Kota Damansara PJU 5, 47810 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 (“**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 (“**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:

“**Affiliate**” 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 be 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 on 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 to the addresses set out in the opening portion of this Agreement, or such other address as the parties may from time to time advise each other in writing.
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.

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
NETZONE SDN BHD
(Company No. 1081436-W)

in the presence of:

.....
Signature of witness

Name:

NRIC Number:

Designation

.....

Name:

Designation:

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

in the presence of:

.....
Signature of witness

Name:

NRIC Number:

Designation:

.....

Name:

Designation:

SECTION J: FAST-TRACK APPLICATION FORM

I/We,

(I/C No..... / Company No.)

With a registered address at

.....

hereby acknowledge receipt and confirm acceptance of the terms and conditions stipulated in this Reference Access Offer (“RAO”).

In the event that Net2One determines that the provision of security as set out in paragraph 1.5 of Section F in this RAO is required, the process for deducing the Security Sum shall be set out by Net2One within five (5) Business Days of Net2One’s receipt of this Fast-Track Application Form.

Duly authorized to sign for and on behalf of
Net2One Sdn Bhd (Co. No. 1081436-W)

In the presence of

.....
Name:
Designation:
NRIC No.:

.....
Name:
Designation:
NRIC No.:

.....
Company Stamp:
Date:

.....
Company Stamp:
Date:

Duly authorized to sign for and on behalf of
XXXXX (Co. No. XXXXX)

In the presence of

.....
Name:
Designation:
NRIC No.:

.....
Name:
Designation:
NRIC No.:

.....
Company Stamp:
Date:

.....
Company Stamp:
Date: