



**INFRA X SDNBHD**  
(Company No: 1208983-D)

## REFERENCE ACCESS OFFER

BUSINESS ADDRESS:

21-3, Jalan Setiawangsa 9,  
54200 Setiawangsa,  
  
Kuala Lumpur, Malaysia.

REGISTERED ADDRESS:

B-5-21, Jalan PJU 6 Pusat  
Perdagangan Pelangi  
Square, Pelangi  
Damansara PJU 6  
Persiaran Surian 47800  
Petaling Jaya,  
  
Selangor Darul Ehsan.

REFERENCE ACCESS OFFER  
Version 1

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# CHAPTER 1: BACKGROUND AND SCOPE OF RAO

## 1. INTRODUCTION

1.1. Infra X Sdn Bhd (IXSB) is a Network Facilities Provider (Individual) license holder and an Access Provider to facilitate the Access Seekers' request for IXSB's Access Services.

1.2. This Reference Access Offer ("RAO") specifies the Standard Access Obligation to acquaint the Access Seeker who intends to acquire Access List Services from the Access Provider Infra X Sdn Bhd ("IXSB") on the procedures and the terms and conditions.

1.3 This RAO only applies to Products that are consistent with the terms of the Access List Determination as stipulated in the Commission Determination on Access List, Determination No 2 of 2015, in particular, the facility and/or service as stipulated in Paragraph 7 of the Determination No 2 relating to Infrastructure Sharing as below:

- a) Infrastructure sharing is a Facility and or Service which comprises the following:
  - i. Provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain its own equipment.
- b) Specified network facilities include towers and Associated Tower Sites.
- c) Physical access includes power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.
- d) Provision of space at Associated Tower Sites includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.

1.4 The Access Service provided by the Access Provider under this RAO shall provide the Access Seeker space at its networks facilities and at its Associated Tower Sites to enable the Access Seeker to install and maintain its Equipment, subject to the terms of the Access Agreement and/or the terms stated here under.

## 2. RAO ONLY APPLICABLE TO LICENSEES

2.1 This RAO is applicable to Access Seekers who are licensed by the Malaysian Communication and Multimedia Commission as:

- a) Network Facilities Providers;
- b) Network Service Providers;
- c) Applications Service Providers; and
- d) Content Applications Service Providers.

### **3. RAO COMPLIANCE**

3.1 This RAO contains terms and conditions which are consistent with the rights and obligations set out in the Section 5.3.3 of the Commission Determination Mandatory Standard on Access, Determination No. 3 of 2016 (“MSA Determination No. 3”) and it;

- a) Does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA .
- b) Sets out the terms and conditions on which the Access Provider shall provide the Access Service to an Access Seeker.
- c) Is not an offer to enter into a legally binding contract but merely a reference document that details the terms and conditions on which the Access Provider is prepared to provide the Access Service to the Access Seeker by entering into an Access Agreement.
- d) Does not cover for services outside the scope of this RAO, and for such other services the terms and conditions thereof shall be negotiated separately between the parties.
- e) Is consistent with:-
  - i. The Standard Access Obligations stipulated under Section 4.1.1 of the MSA Determination No.3; and
  - ii. The principle of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination No.3.

### **4. AMENDMENTS TO THE RAO**

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

4.2. Where an amendment is made to the RAO, IXSB shall within fourteen (14) Business Days supply an amended copy of the RAO to all Access Seekers whose Access Request is still pending with IXSB. The amendment to the RAO shall be effective if no notice of dispute is issued by the Access Seekers with pending Access Requests and received by IXSB within ten days from the amendment date.

4.3. An amendment in the RAO 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.

4.4. If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, IXSB 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.

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

4.6. A change of address shall be taken as an amendment to the RAO.

## 5. NOTICES

5.1. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked "RAO" and send to IXSB at the following address:

Infra X Sdn Bhd,  
21-3, Jalan Setiawangsa 9,  
Taman Setiawangsa,  
54200 Setiawangsa Kuala Lumpur,  
Malaysia.

## 6. TERMINOLOGY

6.1. The terminology used in this RAO has the meaning ascribed to them in Chapter 2. All other words and phrases used in this RAO shall, unless the context otherwise requires, have the same meaning as in the MSA Determination NO 3.

## 7. THE ACCESS PROVIDER'S ACCESS SERVICE

### 7.1. a. Infrastructure Sharing - at Existing Tower Sites:

The Access Provider shall provide the Access Seeker physical access and space at its existing network facilities including tower to enable an Access Seeker to install and maintain its own equipment;

### b. Infrastructure Sharing - at New Sites Requested By Access Seeker

A project for the provision of physical access and space at a new Networks Facilities with tower at a specific area/ Location as requested by an Access Seeker to enable the Access Seeker to install and maintain its equipment.

The process involved in construction of the New Infrastructure sharing Access Service shall be as follows:

- i. Access Seeker requests from the Access Provider a new infrastructure Sharing site at a specific area /location;
- ii. Access Provider will conduct site surveys and identify sites at the area proposed by Access Seeker and provide the information to the Access Seeker;
- iii. Access Seeker will approve the sites identified by the Access Provider;
- iv. On Access Seekers' approval, Access Provider will initiate to acquire/lease site from the land owner;
- v. Access Provider will issue a Site License Letter of Offer as stipulated in Schedule 3 – Site License Letter of Offer, to the Access Seeker and upon the Access Seeker agreeing to the terms and conditions outlined in the Letter of Offer.
- vi. The Access Seeker will issue its work order to the Access Provider;

- vii. Upon the Access Seeker signing the Letter of Offer and furnishing the Access Provider its works Order, the Access Provider will initiate the land survey, soil test and prepare detailed engineering drawings for submission to the relevant authorities;
- viii. Upon approval by the relevant authorities the Access Provider will proceed to construct infrastructure with tower in accordance to the requirements of the Access Seeker.
- ix. Upon the completion of the site, the Access Seeker will be notified of site completion and given the authority to enter the site after all the relevant documentation and deposits are received by the Access Provider.
- x. The Access Seeker will then sign the Access Agreement with the Access Provider.

**7.2 The Access Provider shall only provide Infrastructure Sharing service where:**

- a. an Access Request in the format shown in Schedule 1 – Access Request has been made by an Access Seeker to the Access Provider, and the Access Provider has accepted the said Access Request;
- b. the Access Seeker has the appropriate License to operate the service for the purpose for which the Equipment is to be installed;
- c. there is spare capacity at the relevant Network Facilities sites;
- d. any new installation by the Access Seeker will not exceed the structural loading of the relevant Tower;
- e. the Access Seeker has signed in acceptance the SLLO issued by the An Access Provider.

**7.3 Non-Applicability of the RAO**

- a. This RAO does not apply to Facilities and/or Services which are not specified in the Access List.

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## CHAPTER 2: INTERPRETATION AND DEFINITIONS

This Chapter 2 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 Chapter 2.

Access Agreement	means the bilateral agreement to be executed between IXSB and the Access Seeker which sets out the terms and conditions that govern access to IXSB's Facilities and/or Services.
Access List	<p>means the list of Facilities and Services determined from time to time by the Commission pursuant to the Commission Determination on Access List, Determination No. 2 of 2015 which came into operation on 1 September, 2015 and any subsequent amendments thereto which sets out a list of Facilities or Services determined by the Commission under section 146 of the Act.</p> <p>The Access Service provided by the Access Provider under the Access List is Infrastructure Sharing whereby the Access Provider shall provide the Access Seeker space at its Existing Tower and Associated Tower Site to enable the Access Seeker to install and maintain its Equipment; and/or</p> <p>At the request of the Access Seeker for an Access Service at a particular location where there is no Access Service readily available, the Access Provider shall procure site, design, construct, erect, install and complete the construction of a New Tower Site, and thereafter offer the infrastructure sharing Access Service to the Access Seeker to install and maintain its Equipment.</p>
Access Charges	means the sum payable under the Access Agreement and/or this RAO agreed by the Operators to be paid by the Access Seeker to the Access Provider for providing the Access Service, the indicative Access Charges are as per Annexure 3 here of which rate is exclusive of GST which shall be payable also by the Access Seeker.
Access Seeker	means an Operator who is a network facilities provider, network services provider, application services provider or content application service provider and also is a licensee as defined in the Act who makes written request for access to IXSB's Facilities and/or Services or is being provided with Facilities and/or Services by IXSB.
Act	means the Communications and Multimedia Act 1998 (Act 588) and any subsequent amendments thereto.
RAO	means the Reference Access Offer issued by IXSB.
Bank Guarantee	means a guarantee in favour of IXSB issued on behalf of the Access Seeker by a bank approved by IXSB and in a format acceptable to IXSB.
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 opened for usual banking business in Malaysia.

Commission	means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act (Act 589) and also known as the Suruhanjaya Komunikasi dan Multimedia Malaysia.
Content Applications Services	bears the meaning ascribed to it under the Act.
Customer	means in relation to a Party, a person having a contractual relationship with the said Party for the provision of Applications Services including Content Applications Services by means of that Party's facilities and/or services.
Facilities	means facilities which facilitates the provision of network services or application services, including content application services and "Facility" shall be construed accordingly.
Intellectual Property	means all rights conferred under statute, common law and equity in and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interests in them or licences to use any of them;
Invoice	means the invoice for amounts due in respect of the supply of network services or Facilities during a Billing Period.
Instrument	means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.
Licence	means an Individual Licence or a Class Licence granted by the Minister pursuant to the Act.
MSA	means the Malaysian Communications and Multimedia's 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 IXSB and the Access Seeker.
Party	means IXSB or the Access Seeker as the context requires and "Parties" means both IXSB and the Access Seeker.
Product	means each of the separate provision by IXSB of access to its Facilities and/or Services and "Products" shall be construed accordingly.

Security Sum	means security in the form payment by cheque to be provided by the Access Seeker to IXSB for the supply of Access Service(s).
Services	means the provision by IXSB of access to Facilities and/or services and “Service” shall be construed accordingly.
Standard	means the Mandatory Standard on Access as determined by the Commission on Mandatory Standard on Access, Determination No. 3 of 2016
Third Party	means a party who or which is not a party to the Access Agreement.
Project	means the procurement, design, construction, erection, installation, acceptance testing, project management, maintenance and renting and/or licensing of the Tower to be erected on the Associated Tower Site;
Review	means a review of the MSA Determination pursuant to Section 6.5 of the MSA Determination.
RM	means Ringgit Malaysia which shall be the monetary currency used in this RAO unless otherwise provided.
Technical	means any technical parameters, specifications and procedures applicable Specifications to a Tower.
Tower	means the telecommunication tower belonging to the Access Provider to be utilized by the Access Seeker to install Equipment thereat which may be any of the following: <ul style="list-style-type: none"> <li>a. Lamp poles, floodlights, aesthetic towers, monopoles, towers and any other telecommunication infrastructure below 45 meters.</li> <li>b. Towers requiring prenegotiation and treated as Project are those which exceeds 60 meters or 200 ft. and above, and the towers shall be the basic heavy duty telecommunications infrastructure constructed in accordance to T2 specifications.</li> </ul>

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## CHAPTER 3: PRINCIPLES OF ACCESS TO FACILITIES AND SERVICES

### 1. LEGISLATIVE BACKGROUND

1.1 Pursuant to the standard access obligations stipulated under Section 4 of the MSA Determination No 3 and section 149 of the Act all network facilities providers and network services providers shall provide access on reasonable terms and conditions to the Facilities and/or Services listed in its Access List to any other:

- a. Network facilities provider;
- b. Networks services provider
- c. Application service provider; or
- d. content applications services provider,

who makes a written request for access to the Access Provider's facilities and/or services..

1.2 The Access Provider may refuse to supply Access Seeker due to unreasonable Access Request and/or unreasonable terms as covered under Section 4.1.2, 4.13 and 4.1.4 of the MSA Determination No 3.

1.3 The Access Provider shall act on the principles of non-discrimination stipulated under Sections 4.1.5, 4.1.6 and 4.2 of the MSA Determination No 3.

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## CHAPTER 4: ACCESS REQUEST PROCESS AND PROCEDURES

### 1. OBLIGATIONS

- 1.1 The obligations of the Access Provider for the services listed in the Access List are:
- a. Disclosure Obligations;
  - b. Negotiation Obligations;
  - c. Content Obligations; and
  - d. Service Specific Obligation

1.2 Pursuant to section 5.3.3 of the MSA Determination No 3, IXSB's RAO is in relation to Facilities and/or Services on the Access List Determination which IXSB provides to itself or third parties, and the RAO:

- a) sets out the full terms and conditions on which the Access Provider is prepared to supply Facilities and/or Services to any other Operator, including rates, charges, charging principles and methodologies to be applied for Facilities and /or other Services and any applicable fees or rebates (such as those referred to in subsection 5.7.28 and 5.7.33 of the MSA Determination No 3;
- b) 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 required for use under the subsection 5.4.20 of the MSA Determination No 3.
- c) contains a copy of the Access Provider's standard confidentiality agreement which comply with subsection 5.3.8 of the MSA Determination No 3.
- d) contains only terms and conditions which are consistent with the rights and obligations set out in the MSA Determination No 3; and
- b) does not contain terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination No 3

For clarification, the RAO shall be without prejudice to any rights and obligations of the Access Provider and Access Seeker under an Access Agreement

### 2. ACCESS REQUEST PROCESS

2.1 An Access Seeker must comply with Access Request Process if it wishes to obtain access to Facilities and/or Services listed in IXSB's Access List.

2.2 Pursuant to Section 5.4.5 of the MSA Determination No 3, a n Access Provider may require an Access Seeker to provide an Access Request to the Access Provider's Facilities and/or Services, if:

- a. there is no Access Agreement in force between the Access Provider and the Access Seeker governing access in the Facilities and/or Services to which the Access Seeker seeks access; or
- b. there is such an Access Agreement, but:
  - i. the current form of the 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.

The Access Provider shall develop a process for desk/field studies and Service Qualifications that an Access Seeker may take up prior to entering into an Access Agreement.

### **2.3 Access Request Form**

The Information required In the Access Request as contained in SCHEDULE A - The Access Request Form are:

- 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 or 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 IXSB to provide for the purposes of the negotiations; the type of information which may be requested by the Access Seeker is described in , but not limited to subsection 5.3.7 of the MSA Determination No 3.
- e. Two (2) copies of a confidentiality agreement as stipulated in SCHEDULE B – The Confidentiality Agreement, properly executed by the Access Seeker in the form prescribed by IXSB in accordance to subsection 5.3.8 of the MSA Determination No 3.
- f. Preliminary information regarding the scale and scope of the Facilities and/or Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request.
- g. Relevant technical information relating to the interface standards of the equipment 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 the Access Provider's Network.
- i. Creditworthiness information in accordance with IXSB's requirements as set out in subsection 5.3.1 of the MSA Determination No 3;
- j. Assessed security (or if applicable, confirmation of security provided) in accordance with the Access Provider's security requirements, as set out in Subsection 5.3.9 of the MSA Determination No 3.
- k. Insurance information in accordance with IXSB's requirement as set out in subsection 5.3.10 of this MSA Determination No 3; and
- l. Such other information as the Access Provider may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.

## **2.4 Obligations upon Receipt**

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

- a. Accepting the Access Request based on the terms and conditions in this RAO; or
- b. If paragraph 5.4.7(a) of the MSA Determination No 3 does not apply, the Access Provider is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms ; or
- c. The Access Provider refuses the Access Request in accordance with subsection 5.4.10 of the MSA Determination No 3; or
- d. The Access Provider requires specified additional information to make a decision on the Access Request in accordance with paragraphs 5.4.7(a) to 5.4.7(c) and shall then reconsider the Access Request once such information is received from the Access Seeker.

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

## **2.5 Request for Further Information**

- a. Pursuant to paragraph 2.3 (d) above, the Access Provider may request the Access Seeker to provide further information on the Access Request.
- b. The Access Seeker shall within ten (10) Business Days provide further information to IXSB as requested.
- c. If in IXSB'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.
- d. For the avoidance of doubt, the Access Provider may make more than one request for additional information from the Access Seeker in order for the Access Provider to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in Clause 2.4.b and 2.4.c.
- e. If the Access Seeker does not provide further information in response to a request made by IXSB, then the Access Seeker shall be deemed to have revoked the Access Request.

## **3. ACCEPTANCE OF ACCESS REQUEST**

3.1 IXSB shall issue a Letter of Offer to the Access Seeker incorporating all the terms and conditions for the Access Seeker to confirm, sign in acceptance of the Letter of Offer and thereafter return a copy of the signed document within ten (10) Business Days.

3.2 If the Access Seeker accepts the terms and conditions of this ROA and the Site Licence Letter of Offer, then the Access Seeker shall within a period of fourteen (14) days undertake to do the following:

- (a) Pay to IXSB a Security Deposit equivalent to three (3) month rental of the Access Facilities;
- (b) Pay to IXSB a Utility Deposit of Ringgit Malaysia One Thousand Eight Hundred (RM1,800.00) only.

3.3 Pursuant to Paragraph 3.1, IXSB shall within ten (10) days from receipt of the Letter of Offer signed in acceptance by the Access Seeker an Access Agreement will be forwarded by IXSB to the Access Seeker which the Access Seeker shall execute and return to IXSB within ten (10) Business Days.

3.4 Upon receipt of the full payment of the Security and Utility Deposits together with the payment for the first month rent, IXSB shall issue a letter to permit the Access Seeker to enter the Infrastructure site to place and attach all their equipment.

#### **4. ACCESS REQUEST REJECTION**

4.1 If IXSB rejects an Access Request, IXSB 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 IXSB 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.

4.2 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.

4.3 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 IXSB or the Access Seeker may initiate the Dispute Resolution Procedures set out in the MSA.

4.4 Pending the final determination of the dispute, IXSB shall not be obliged to provide access to the Access Seeker.

## 5. RIGHT TO REJECT

- 5.1 IXSB may reject an Access Request made by an Access Seeker upon any of the following grounds:
- (a) The Access Request is not made in good faith; or
  - (b) The information provided by the Access Seeker is incomplete or false; or
  - (c) It is not technically feasible to provide access to the Facilities and/or Services requested; or
  - (d) IXSB has insufficient capacity or space to provide the requested Facilities and/or Services; or
  - (e) IXSB reasonably believes that the Access Seeker may fail to make timely payments for the requested Facilities and/or Services; or
  - (f) IXSB reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions of access of the relevant Facilities and/or Services; or
  - (g) Does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third party; or
  - (h) IXSB reasonably believes that access is being sought for a purpose in contravention of any laws; or
  - (i) IXSB reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
  - (j) Access is being sought to Facilities and/or Services which are not on the Access List; or
  - (k) On the basis of national interest.
- 5.2 If IXSB rejects the Access Request, IXSB shall notify the Access Seeker within ten (10) Business Days of receiving the Access Request:
- (a) Notify the Access Seeker in writing of IXSB rejection;
  - (b) Provide reasons for rejection under Clause 6.1 to the Access Seeker;
  - (c) Provide the basis for IXSB rejection of the Access Request; and
  - (d) Indicate a date and time, not later seven (7) Business Days from the date of this notice of rejection, at which representatives of IXSB will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request, if necessary.

## **6. RIGHT TO WITHDRAW ACCESSREQUEST**

6.1 No later than five (5) Business Day following the date of the Access Request, the Access Seeker may withdraw the Access Request at no cost. The Access Seeker must inform AO SB in writing of its decision before the expiry of the five (5) Business Day.

6.2 IXSB shall not be obliged to fulfill an Access Request that is withdrawn and shall not be held liable.

## **7. APPLICABILITY FOR ADDITIONAL SERVICES**

7.1 Notwithstanding that the Access Seeker may have accepted the Letter of Offer or have entered into an Access Agreement with IXSB, the Access Seeker may request for additional facility or service of a type which it requires access to in addition or in substitution to the access already provided under the Letter of Offer or in the Access Agreement in accordance with the provisions set out above.

## **8. PROCESSING AND OTHER CHARGES**

8.1 IXSB may charge the Access Seeker a non-refundable processing fee for undertaking administrative work to process the Access Request.

8.2 In the event additional and/or non -routine work i.e. non-administrative work or site visits or site surveys or technical surveys or technical evaluation work or testing etc., is required in order to process the Access Request, IXSB will charge a separate fee for undertaking such additional work.

8.3 The Access Seeker shall always remain liable to pay the fees for processing the Access Request and the undertaking by IXSB of the additional and/or non -routine work, notwithstanding the Access Request may have been rejected by IXSB or withdrawn by Access Seeker.

## **9. COMMENCEMENT OF NEGOTIATION**

9.1 If an Access Seeker has received a notice from IXSB to proceed with negotiation of the Access Agreement, the Access Seeker must within ten (10) Business Days of receipt of such notice submit to IXSB 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.

9.2 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.

## **10. DURATION OF NEGOTIATIONS**

10.1 All negotiations shall be concluded within 120 days from the date IXSB receives a written request to commence negotiations.

10.2 If negotiations are not completed within 120 days:

- (a) The Parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the Parties and the dispute resolution procedures under the MSA shall take effect; or
- (b) Either Party may initiate the dispute resolution procedures.

## **11. INITIAL MEETING**

11.1 The designated representatives of IXSB and Access Seeker shall meet on the date and time at the venue specified by IXSB, 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.

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## CHAPTER 5: OBLIGATIONS FOR PROVISION OF INFORMATION

1. The obligations of the each Operator to provide information to the Other Operator are subject to MSA Determination No 3 and the requirements of confidentiality in the confidentiality agreement as stipulated in **SCHEDULE B – Confidential Agreement** to be signed by the both parties.
2. An operator must provide the other Operator on a timely basis with all agreed information reasonably required to determine rates and chargers to be billed by each Operator to the Other Operator or by each Operator to its Customers.
3. To the extent permitted by Malaysia laws and any relevant guidelines or Customer service standards in force pursuant to the Operator's respective Licence conditions, the Operator will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and theft of the Operator's provided terminal equipment.
4. Information provided under the ROA may only be used for the purpose for which it was given.
5. Information required to be provided under the ROA need not be provided if the recipient Operator has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Operator dose not observe such security measures or any of the information is used by it for any purpose other than purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
6. The Operators acknowledge that when information (including for the purposes of this clause any updated information) required to be provided under this Paragraph is held on a database, the Operator entitled to receive the information will not entitled to obtain direct access to the database. The precise method by which the information is to be made available will be determined by the ISG having regard to the reasonable cost, convenience and security concerns of the Operators.
- 7 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to the third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.

(b) After the Access Agreement comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from making relevant information available to the other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.

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

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## CHAPTER 6: BILLING AND SETTLEMENT OBLIGATIONS

1. Where relevant, the billing and settlement obligations set out in Section 5.14 of the MSA Determination No 3 shall be applicable.
2. The Access Seeker shall pay IXSB the Monthly License Fee and Utility Fee for the relevant Facilities and/or Services supplied by IXSB to the Access Seeker, as specified in the Site License Letter of Offer (:SLLO”) and/or the Access Agreement.
3. The Access Seeker shall bear and pay all taxes as required by Malaysian law that resulted from the implementation of the ILLO and/or the Access Agreement.
4. All payments must:
  - a. Be paid on the Due Date unless otherwise agreed in writing by both Parties;
  - b. Be paid by cheque to the nominated account(s) of IXSB; and
  - c. Must be accompanied by such information as is reasonably required by IXSB to properly allocate payments received.
5. For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts of any Invoices to IXSB’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 IXSB.
6.
  - a. IXSB shall be entitled to revise the amount of the Security and/or the Utility Deposits in any of the following event:
    - i. At each subsequent anniversary from the Commencement Date;
    - ii. Where, in the opinion of IXSB, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
    - iii. Upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
    - iv. Where there is material change in circumstances in relation to the Access Seeker’s creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three (3) Invoices rendered in the preceding six (6) months ( so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Clause 6 (a) (iv).
  - b. Where the Security and Utility Deposits is revised pursuant to Clause 6 (a) above, the Access Seeker shall within ten (10) Business Days from the Access Provider’s written request, deposit the new Security Sum with the Access Provider.

- c. 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 IXSB in addition to the Security Sum. IXSB shall forward to the Access Seeker a statement of the said accounts annually.
7. a. In the event IXSB elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, IXSB shall have the right to use the Security Sum to set off any outstanding sum due and payable to IXSB by the Access Seeker.
- b. Subject to Clause 7(a) above, upon termination of the Access Agreement, the Security and Utility Deposits or parts thereof with IXSB, shall be returned and/or refunded to the Access Seeker.
8. Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Annexure A of the MSA Determination.

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## **CHAPTER 7: GENERAL OBLIGATIONS**

### **1. NOTICES**

- 1.1 Any communications in respect of IXSB's RAO should be made in writing to: The CEO  
Infra X Sdn Bhd  
21-3, Jalan Setiawangsa 9,  
54200, Setiawangsa  
Kuala Lumpur,  
Malaysia.  
Telephone: 03-6143 2225, Fax: 03-6143 2226  
Email: [www.infrax.com.my](http://www.infrax.com.my)

### **2. TERMINATION AND SUSPENSION OBLIGATIONS**

2.1 Subject to Clause 2.4 on termination or variation of the agreement, IXSB may terminate an Access Agreement or part thereof if any of the circumstances referred to in Clause 2.1 (a), 2.1 (b) or

2.1 (c) below apply and IXSB has notified the Access Seeker of its intention to terminate the Access Agreement:-

- (a) The Access Seeker has materially breached the Access Agreement and IXSB 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 remedy its breach by the end of that period; or
- (b) The Access Seeker is subject to a winding up Order; or
- (c) A Force Majeure has continued for a period of more than 90 days. IXSB shall forward to the Commission copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker.

2.2 Changes in law Where the continued operation of the Access Agreement or access to any Access Service(s) provided by IXSB is or will be unlawful (as a result of a legislative change), the Access Seeker and IXSB 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 provided by IXSB on different terms and conditions, IXSB may terminate the provision of access to the relevant Access Service(s).

2.3 Suspension circumstances Subject to Section 2.4, IXSB 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 IXSB'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 IXSB, its employees or contractors:

- c. The Access Seeker's Facilities cause material physical or technical harm to any Facilities of IXSB or any other person;
- d. Where the Access Seeker has failed to pay Invoices in accordance with Section 5.14 of the MSA Determination;
- e. Where force majeure applies; or
- f. The Access Seeker breach any laws, regulations, rules, or standards which has a material adverse effect on IXSB or the provision by IXSB of Access Service(s) under the Access Agreement. For the purposes of this Clause 2.3, IXSB must provide Access Seeker five (5) Business Days notice in writing, including written reasons, prior to suspending access to any Access Services(s).

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

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

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

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

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

2.8 Deposits and guarantees notwithstanding the obligation in Clause 2.7, IXSB 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 IXSB have been paid; and

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 IXSB as at the date of termination.

## CHAPTER 8: OPERATIONAL OBLIGATIONS

### PART I - ORDERING

#### 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 IXSB RAO preface.

#### 2. Ordering Procedures

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

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

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

#### 2.4 Indicative Delivery Times:

Structures of up to 30 Meters		Indicative Delivery Period
1.0	All Orders involving Access Provider's existing Facilities and Services	30 days
2.0	All orders involving the provision of new Facilities and infrastructure site:	
2.1	Access Provider Identify Sites, Site Surveys & Prepare Site Survey Reports	20
2.2	Access Seeker confirms site suitability; conduct TP checks; issue works order to Access Provider	10
2.3	Access Provider Sign Tenancy Agreement with Landowner, Initiate Land Survey, Prepare Submission Drawings;	20
2.4	Access Provider Submission to local authorities and Approval from relevant authorities;	60
2.5	Access Provider Site construction, tower erection and site handover.	30
2.6	TOTAL NO OF DAYS	150
<i>(The no of days are subject to change due to circumstances beyond the control of the Access Provider and subject to the date the Access Seeker returned the Site License Letter of Offer).</i>		

- a. Where a delay in the delivery of an Order is caused by the Access Seeker, the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by the Access Provider.
- b. The indicative delivery time frames shall commence from the date the Access Seeker confirms an Order in and acceptance by IXSB as stipulated in the Letter of Offer.

## CHAPTER 9: ACCESS SERVICE(S)

### 1. ACCESS FACILITIES AND/OR SERVICES

1.1 The Access Services offered by IXSB the Access Provider is INFRASTRUCTURE SHARING – TOWERS Facility and/or Service for the placement and attachment for installing and maintaining a base transceiver station by the Access Seeker, which shall comprise communication equipment, apparatus, or device required for the operations of the Access Seekers' telecommunication network at a Monthly Licence Fee and Utility Fee as stipulated in Schedule 4 – Access Rate.

1.2 The current Access Services Offered by Infra X are Towers of such construction as lamp poles, floodlights, aesthetic towers and monopoles and any other telecommunication infrastructure below 45 meters. See Table 1 below.

1.3 Towers construction exceeding 45 meters is treated as Project by the Access Provider, which shall require negotiations between the Access Seeker and the Access Provider to determine site acquisition, height of tower and Access Rate, and the type of towers shall be the basic heavy duty telecommunications infrastructure constructed in accordance to T2 or T3 specifications

Table 1

INFRA XSDN BHD				
ACCESS FACILITIES List - INFRASTRUCTURE SHARING				
Landed Sites				
Height	Lamp Pole Structure	Lamp Pole With Dome	Minaret	Structure 60 Meters & Above
30 m	<input type="checkbox"/>	<input type="checkbox"/>	For Height of 18 Meters to 30 Meters	For Height of 60 Meters and above
25m	<input type="checkbox"/>	<input type="checkbox"/>		
24m	<input type="checkbox"/>	<input type="checkbox"/>	Request from the Access Seeker and discussions pertaining to location, design, height, etc	By special request from the Access Seeker based on structure of T2 or T3 designs.
20m	<input type="checkbox"/>	<input type="checkbox"/>		
18m	<input type="checkbox"/>	<input type="checkbox"/>		
Roof Top Structure		By special request from the Access Seeker.		

### 2. SITE LICENCE LETTER OF OFFER

2.1 Upon accepting the Access Seeker's Access Request for the Access, the Access Provider shall send to the Access Seeker a Site Licence Letter of Offer as stipulated in Schedule 3 – Site Licence Letter of Offer.

- 2.2 The Site License Letter of Offer (“the SLLO”) sets out the terms and conditions and together with terms and conditions in the RAO, shall form part of the Access Agreement, which are applicable to the Infrastructure Sharing – Towers.
- 2.3 Upon the Access Provider receiving the SLLO duly signed in acceptance by the Access Seeker, and upon the Access Seeker paying to the Access Provider the Security and the Utility Deposits as stipulated in section 11 of Schedule 3 – Site Licence Letter of Offer, the Access Provider will initiate the following:
- a. For Existing Site: the Access Provider will send authorisation letter to the Access Seeker to allow the Access Seeker to enter the site to set up their equipment; or
  - b. For New Site: the Access Provider shall initiate the construction of the infrastructure Sharing – Tower site.

#### 2.4 Indicative Delivery Times

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

Order Type	Indicative Delivery Period
All Orders involving existing Facilities and Services	30 days
All orders involving the provision of new Facilities and infrastructure inclusive of identification and approval of the infrastructure sites, approval by the relevant authorities, construction, and site handover.	150 days

- a. The indicative delivery time frames shall commence as reflected in Clause 2.3 above.
- b. Where a delay in the delivery of the Site is caused by the Access Seeker, the delivery date specified in the SLLO or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by the Access Provider.

#### 2.5 Access Charges

- a. The facilities and services Access Charges for tower heights up to 30 meters are shown in Schedule 4 – Access Charges, and
  - i. All Access Charges shown above are excluding 6% GST levied by the Government which shall be payable by the Access Seeker to the Access Provider over and above the Access Charges.
  - ii. The Access Charges will be valid until 30 June 2018 for all orders received prior to this date.
  - iii. The Access Charges above are for a total minimum term of three (3) years plus extensions for a further three terms of Three (3) years for each extended term.
  - iv. The Access Provider may subject to agreement between the Access Seeker

and the Access Provider grant discounts on the Access Charges after the 7th year.

- v. The facilities and/or service Access Charges for shared infrastructure towers of other specific heights required by the Access Seeker shall be provided to the Access Seekers upon negotiations between both parties and/or upon written request to IXSB.
- vi. In the event the number of users is reduced the remaining Users will be subject to an upward revision of the Access Charges as per the Schedule 4.
- vii. In the event the Access Seeker choose to terminate the Agreement earlier than the agreed period, the Access Seeker agree and undertake to pay to the Access Provider the total Access Charges for the remainder of the Agreement period.
- viii. A separate meter will be installed for each Access Seeker for Utility if required by the Access Seeker at their own cost.

## 2.6 Electrical Charges

- a. A fixed Monthly sum of RM 600.00 per month plus 6% GST for consumption not exceeding RM500.00 per month.
- b. If the electricity consumption exceeds RM500.00 per month, the Access Seeker will be charged the amount of the electricity consumed plus an addition of twenty-five percent (25%) on the cost of utility consumed, being the administrative charges,

## 2.7 Security Sum:

- a. Upon the execution of the Access Agreement, or upon the acceptance of the Site License Letter of Offer by the Access Seeker, whichever is earlier, the Access Seeker shall deposit with IXSB an amount equivalent to three (3) months rental (hereinafter referred to as "the Security Deposit") for the due observance and performance by the Access Seeker of the terms and conditions of this Offer.
- b. The Access Seeker shall also deposit with IXSB the amount of Ringgit Malaysia One Thousand Eight Hundred (RM1,800.00) only (hereinafter referred to as "the Utility Deposit") for the due observance and performance by the Access Seeker of the terms and conditions of this Offer pertaining to payment of utility at the infrastructure sites.
- c. IXSB shall be entitled to revise the Security Sum in any of the following event:
  - (i) At each subsequent anniversary from the Commencement Date;
  - (ii) Where, in the opinion of IXSB, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
  - (iii) Upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
  - (iv) Where there is material change in circumstances in relation to the Access

Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three

(3) Invoices rendered in the preceding six (6) months ( so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in

good faith, this will not constitute a material change in circumstances for purposes of this Clause 2.c.(iv).

- a. The Security Deposit shall be refunded to the Access Seeker within thirty (30) days free of interest upon the lawful expiration of the term of the Agreement hereby created or lawful termination of the tenancy herein PROVIDED ALWAYS that the Access Seeker shall have paid all water, electricity and all other relevant charges for the site and delivered up the Site in good working condition (if applicable) AND PROVIDED FURTHER that the Access Seeker shall have not breached any rules and regulations imposed by the Management of the said Site (if applicable) and THE Access Seeker shall have not committed any breach or shall not be in default of any of the terms and conditions of this Agreement herein nor shall there be any amount due and outstanding owed by the Access Seeker to IXSB under this Agreement.
- b. Notwithstanding the provisions of the above Clause, IXSB shall be absolutely entitled to utilise the Deposit to set -off all and whatever charges, costs and fees that remain outstanding, due and payable by the Access Seeker to IXSB under this Agreement or lawful termination thereof.

## 2.8 Access Charges Payment

- a. For New Network Facility
  - i. The Access Seeker hereby agrees with IXSB that the first month of the site Access Charges and utility charges are payable seven (7) days upon a notification of site completion date issued by Infra X Sdn Bhd to the Access Seeker.
  - ii. Notification of Site Handover is taken as the Site Handover Date and by this the Access Seeker is authorised to enter the site for the placements of all the necessary telecommunications equipment for the site on the terms and conditions stipulated herein and as stipulated in the SLLO.
  - iii. In the event the handover notification date does not fall on the first (1<sup>st</sup>) day of the calendar month, the rental and utility charges for that calendar month shall be pro-rated accordingly.
  - iv. Thereafter the rental for the subsequent months shall be paid on or before the twenty-fourth (24<sup>th</sup>) day of each preceding month.
- b. the Access Provider will send authorisation letter to the Access Seeker to allow the Access Seeker to enter the site to set up their equipment;

## 2.9 Duration of Tenancy:

- a. Starting from the Commencement Date for a period of three (3) years, with an option to renew for three (3) further terms of three (3) years each and the Access Charges payable for the renewed term shall be increased not exceeding ten percent (10%) of the last preceding Rental rates, subject to the continuation of rental agreement with the land owner.
- b. In the event the Access Seeker wishes to withdraw from the rental agreement, the Access Seeker agrees and undertakes to pay IXSB the total sum of the rental amount calculated from the date of termination of the rental agreement by the Access Seeker to the expiry date of the rental agreement.
- c. In the event the number of users is reduced the remaining Users will be subject to an upward revision of the Access Charges based on the Access Charges as shown in Clause 19.1 below.

## 2.10 Utility Supply:

- a. The Site shall be with power supply and the Access Seeker shall notify IXSB of its intention to make its own arrangements on power supply before the commencement of the construction of the infrastructure. Under such circumstance all the costs payable to the relevant authorities and related costs for the power supply shall be borne by the Access Seeker, and under this circumstance the Access Charges will remain unchanged and the Access Seeker will pay its own electricity charges and shall not be liable to pay the Utility Deposit.

## 2.11 Damage to Infrastructure:

- a. The Access Seeker agrees and undertakes to make good the damages to the Infrastructure Sharing - Tower in the event damages occurred during the installation of the Access Seeker's equipment at the site.

## 2.12 Indemnity:

- a. Notwithstanding anything to the contrary herein contained, the defaulting PARTY shall be liable for, and shall indemnify the affected party against any expense, liability, loss, claim or proceeding whatsoever, whether arising under any statute or common law arising out of or in connection with the agreement, in respect of injury (including death) or damage to any person or property (including third party and third party property), due to the acts and/or omission whether negligence or willful or otherwise of the defaulting party, its employees or agents or any of its subcontractors, its employees or any other operators duly licensed and other persons authorised to occupy the site or use the infrastructure site.

## 2.13 Termination Notice:

- a. The Access Seeker or IXSB shall be entitled to terminate the Site License Letter of Offer/Access Agreement by giving three (3) months written notice prior to the expiry of license agreement or in the event the landowner refused to renew the tenancy agreement between the Landowner and IXSB or under instruction from the Relevant Local Authorities.

## 2.14 Early Termination:

- a. In the event the Access Seeker wishes to withdraw from the rent agreement for whatsoever reason while the agreement is in force, the Access Seeker agree and undertake to pay in full the rental amount for the balance of the entire agreed rental period to IXSB.
- b. In the event the Access Provider is instructed by the relevant local authority to seize its operation or to demolish any building or structure built on the land, or that upon complaint by the public, the Access Provider may give three (3) months written notice to the Access Seeker to terminate this Agreement without any compensation payable and the Access Provider shall refund to the Access Seeker the balance of the security deposit and Access Charges paid in advance if any, and that the Access Seeker is to remove any of its equipment and each parties shall have no claim or remedies between them except for the demand for failure of either parties as to compliance with the terms and conditions of this SLLO and the Access Agreement if signed between IXSB and the Access Seeker.

## 2.15 Make Good:

- a. Upon the determination of this tenancy the Access Seeker agrees to deliver to IXSB the said Site with the telecommunication equipment which may include cabin, cable installation, antenna and other telecommunication tools removed from the said Site as well as to restore the said Site to its prior state and condition.

## 2.16 Access:

- a. The Access Seeker shall have access to and within the subject property/site giving prior forty-eight (48) hours' notice to IXSB to obtain the necessary approval

## 2.17 Agreement

- a. In the event no Access Agreement is formalised between the parties, and provided always that the parties have implemented all or part of the terms contained herein, this Letter of Offer shall be valid and enforceable as binding agreement between the parties.
- a. In the event the Parties have implemented all or part of the terms contained herein, the Site License Letter of Offer shall be valid and enforceable as binding agreement if:
  - i. Despite the Access Seeker not having signed this Site License Letter of Offer in acceptance of the terms and conditions herein contained within fourteen (14) days from the date of the SLLO, but that the Service Provider has entered the said Premises and installed the Access Seeker's equipment, and/or
  - ii. The Access Seeker issued their own Letter of Offer to IXSB with some terms as stipulated in this SLLO and the RAO being omitted by the Access Seeker or the Access Seeker added new terms and conditions not consistent with the terms stipulated in the ILLO and the RAO or not acceptable to IXSB.

**SCHEDULE 1**  
**ACCESS REQUEST**  
(On Access Seeker's Letterhead)

Date:

Infra XSdn Bhd (The Access Provider)  
21-3, Jalan Setiawangsa 9, Taman  
Setiawangsa, 54200 Setiawangsa  
Kuala Lumpur, Malaysia.

Dear Sirs,  
ACCESS REQUEST FOR ACCESS SERVICE

---

We are pleased to submit our Access Request for your Access Service below for your kind reference and kind response:

No	Item	Description	
1	Name & Address of Company		
2	a. Contact Person		
	b. Designation		
	c. Contact Number		
	d. Email Address		
3	Access Service Required		
	a. At Existing Site	(Indicate Location / Address)	
	b. At New Site	(Indicate Location / Area)	
	c. Height of Antenna	..... Meters AGT	
4	Type of Arrangements	Items	Tick (/)
			Yes No
		i. Accepts ROA	
		ii. Negotiate ROAAmendments	
5	Attachments	Items	Tick (/)
			Yes No
		I. Confidentiality Agreement Duly Signed – 2 copies.	
		II. Insurance Information (Section 5.3.10 of MSA)	
		III. Creditworthiness Information (Section 5.3.11 of MSA)	
	IV. Assessed Security (Section 5.3.9 of MSA)		
B	Information Required By Access Seeker		
1	Details of Facilities		
i.	Type of Structure		
ii.	Height of Structure		

No	Item	Description
iii.	No of Other Operators	
iv.	Space for Outdoor Units	
v.	Equipment Space Available at Structure	
2	Other Information	
i.	Address of Network Facilities	
ii.	Coordinates	
iii.	Site Licence Period	
iv.	Any other information required by the Access Seeker	

Signed by,

---

Name :

Designation:

Duly authorised for and on behalf

Of the Access Seeker [ ..... ]

SCHEDULE 2

CONFIDENTIALITY AGREEMENT

BETWEEN

INFRA X SDN BHD

AND

.....

THIS AGREEMENT (the "Agreement") is entered into on this ..... day of ..... 2017 (the "Effective Date") by and between:

INFRA X SDN BHD (1208983-D), a company incorporated in Malaysia and having its principal place of business at 21-3, Jalan Setiawangsa 9, Taman Setiawangsa, 54200 Setiawangsa Kuala Lumpur, Malaysia. (the "Access Provider");

AND

..... (.....), a company incorporated in Malaysia and having its principal place of business at..... (the "Access Seeker").

WHEREAS:

- A) The Parties will enter into a business arrangement where, the Access Provider will be engaging into a discussion with Access Seeker to facilitate the Access Seekers' request for the Access Provider's Access Services. (The "Purpose").
- B) The Parties may during the course of their discussions on the Project exchange information as a Disclosing Party or as a Receiving Party to facilitate the completion of the Project, and
  - i. The "Disclosing Party" shall mean the party from whom the confidential Information originate for disclosure to the Receiving Party; and
  - ii. The "Receiving Party" shall mean the party to whom the Confidential Information is disclosed to.

IN CONSIDERATION of the Receiving Party's access to the Disclosing Party's Confidential Information and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:

- 1 The term "Confidential Information" for the purpose of this Agreement shall mean any and all information and/or data, background information exchanged by the parties or deliverables to the Disclosing Party in connection with the Purpose, which is obtained, whether in writing, pictorially, in machine readable form, orally or by observation during their visits, and in connection with the Purpose, including but not limited to, financial information, know-how, processes, trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing, regulatory, legal, corporate and other business strategies and the existence of this Agreement.
  - 1.1 For the purposes of this clause the Receiving Party acknowledges these includes without limitation all information relating to the Disclosing Party's backbone tower infrastructure, technical information, drawing information's, similar marketing and business strategies developed independently by the Disclosing Party and such information shall however when disclosed to the Receiving Party shall be deemed as Confidential Information.

2. The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:-
  - a) prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
  - b) is explicitly approved for release by written authorization of the Disclosing Party;
  - c) was known to the Receiving Party at the time of disclosure as shown by written records in existence at the time of disclosure;
  - d) was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights; or
  - e) is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other relevant authority, including without limitation, a recognized stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall promptly and notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure.
3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party including without limitation sub - contractors and consultants without the Disclosing Party's prior written consent. In such event the Receiving Party shall ensure that such third party are bound by at least the same undertakings hereunder the Agreement. Confidential Information disclosed by the Disclosing Party shall be used by the Receiving Party's employees on a need to know basis solely for the Receiving Party's undertaking in relation to the Purpose.
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information.
5. The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's prior written consent.
6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made under clause 5.
7. The Receiving Party shall not use the Confidential Information to procure a commercial advantage over the Disclosing Party.
8. The Receiving Party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings here in

provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

9. However, the Receiving Party agrees to keep the Disclosing Party fully and effectually indemnified against all costs claims damages loss and/or liability whatsoever the Disclosing Party may at any time incur (including any legal or professional costs) arising out of the breach of this Agreement, acts or negligence the Receiving Party or any of their respective agents or employees and immediately upon demand by the Disclosing Party pay out such sums as may be due under or in respect of this indemnity.
10. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
11. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.
12. This Agreement does not restrict the Disclosing Party from working independently on its own or other entity using independently developed information or materials similar to the Confidential Information. The Receiving Party agrees not to disclose the fact that any similarity exists between the Confidential Information and any independently developed information and materials and further agrees that any similarity does not excuse the Receiving Party from its obligations under this Agreement.
13. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
14. This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
15. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
16. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

17. Nothing in this Agreement shall preclude the Disclosing Party from engaging in discussions with any third party(ies) that is connected to the Purpose.

18. All obligations respecting the Confidential Information already provided hereunder shall survive any termination of this Agreement for a period of three (3) years after the date that the specific Confidential Information was first disclosed.

19. This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties.

IN WITNESS WHEREOF this Agreement has been executed in two (2) originals by the duly authorized representative of each Party on the day and year first above written.

The parties have indicated their acceptance of this Agreement by executing it below.

Signed by,

---

**Name :**

**Designation:**

Duly authorised for and on behalf

Of the Access Provider [**INFRA XSDN. BHD.**]

Signed by,

---

**Name :**

**Designation:**

Duly authorised for and on behalf

Of the Access Seeker [ ..... ]

## SCHEDULE 3

### SITE LICENSE LETTER OF OFFER

(On Access Provider's Letterhead)

Date:

To: The Access

Seeker

Address

Dear Sirs,

#### SITE LICENSE LETTER OF OFFER

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We refer to your Access Request and our discussions and are pleased to furnish you herewith our Site License Letter of Offer follows:

Section	Description	Particulars	
1.	The day and year of this Agreement		
2.	The name and address of the Licensor  Telephone & Fax of the Licensor (a) Telephone (b) Fax (c) Email	Infra X Sdn Bhd (Co. No 1208983-D) 21-3, Jalan Setiawangsa 9, Taman Setiawangsa, 54200 Setiawangsa Kuala Lumpur, Malaysia.  03-6143 2225 03-6143 2226 www.infrax.com.my	
3.	The particulars of telecommunication infrastructure Sites (the "Site")	Part of the said land at:	Re: Dwg No:
		Location:	Coordinates:
		Site ID:	Size of Site:
4.	The Site Name, particulars of the Structures and the Equipment Space	Structure Type: .....	Structure Height ..... M
		Number of Antenna: 3	No of Microwave Disc: 3
		Antenna /Microwave Height: .....	Plinth: 1
5.	Use of the Equipment Space	The Equipment Space shall be used for installing and maintaining a base transceiver station, which shall comprise communication equipment apparatus, installation or device required for the operation of the Licensee's cellular telephone network.	
6.	The Term	Three (3) years The initial term shall take into consideration the balance of the lease period on the said Land between the Access Provider and the Landowner, whichever is the shorter period.	
7.	Commencement Date		
8.	Expiry Date		

Section	Description	Particulars
9.	Monthly Access Charges	RM .....Per month a. GST 6% shall be charged. b. The Access Charges is based on the number of Operators using the tower as per Schedule 4 - The Access Charges. c. In the event the number of users is reduced, the remaining Users will be subject to an upward revision of the Access Charges stipulated in Schedule 4 – the Access Charges. d. In the event the Access Seeker choose to terminate the Agreement earlier than the agreed period, the Access Seeker agree and undertake to pay to the Access Provider the total Access Charges for the remainder of the Agreement period.
10.	Monthly Utility Charges	RM600.00 Per month plus 6% GST for consumption not exceeding RM500.00 per month; If the utility bill per month exceeds the total of the monthly utility fee for all the licensees sharing the structure, then the difference of the utility bill shall be divided equally among the Licensees and such additional amount shall be added to the monthly utility fee and shall be due and payable by the Access Seeker to the Access Provider
11	Manner of payment of the Monthly Access Charges.	Monthly Access Charges is payable in advance within the first seven (7) Working Days from the beginning of each month and payable by cheque in favour of Infra X Sdn Bhd or to bank in directly into Infra X Sdn Bhd's bank account: Bank : AMBANK Branch : Account Name : Infra X Sdn.Bhd Account Number :
12.	Security & Utility Deposit	Security Deposit: 3 Months Deposit Utility Deposit: 3 Months Utility Deposit amounting to RM1,800.00
13.	Payment of the Security and Utility Deposits	Within fourteen (14) Working Days from the acceptance of this Site Licence Letter of Offer.
14.	The duration for the renewed term	Three (3) further terms of three (3) years each
15.	The Monthly License Fee payable for the renewed term	Prevailing market value but shall not exceed ten per centum (10%) of the last preceding Monthly License Fee.
16.	Goods or Sales Tax (GST)	If any Goods or Services Tax (GST) is imposed on any facilities and/or services supplied by the Access Provider by the relevant Malaysian Authorities, the Access Seeker shall pay for the appropriate GST under each invoice.
17.	Upgrading of the Infrastructure Site and/or of the Structure by The Access Provider	If the Licensor is required by the Landowner or the relevant Malaysian Authorities for alterations or additions to be made to or erected on the Site and/or the structure, the Licensor shall inform the Licensee of the alterations or additions to the Site/ Structure including the proposed dates for the works to be under taken together with its completion dates, fourteen (14) days from such works to be undertaken and the Licensee shall agree to any changes to be made to the Site and/or Structure. Both parties agree to use reasonable efforts to do everything required to enable the Licensor to undertake the upgrade of the site/ structure and the parties shall endeavour to minimize any disruptions to the Licensee's transmission activities.

Section	Description	Particulars
18.	Duty to Insure	The Access Provider shall insure and keep insured the Structure (excluding the Access Seeker's equipment, installation, device, fixture, furniture, fittings or other property which shall be insured by the Access Seeker at the Access Seeker's own cost and expense) from loss or damage by fire and such other risks as the Access Provider may deem expedient.
19.	Penalty for Early Termination of the Access Agreement / Site License Letter of Offer	In the event the Access Seeker choose to terminate the Agreement earlier than the agreed period, the Access Seeker agree and undertake to pay to the Access Provider the total Access Charges for the remainder of the Agreement period.

The SLLO is subject to the terms and conditions stipulated in the Reference Access Offer and the Access Agreement entered between the Access Seeker and the Access Provider.

Yours faithfully,  
INFRA XSDN BHD

.....  
Name:  
Designation: Director

Date:  
Infra X Sdn Bhd  
21-3, Jalan Setiawangsa 9,  
54200 Setiawangsa,  
Kuala Lumpur, Malaysia.  
Dear Sirs,

**ACKNOWLEDGEMENT OF ACCEPTANCE**

We, the Access Seeker, ..... (Co No: ) hereby acknowledge that we have read and understood the contents of the Letter of Offer dated 15<sup>th</sup> July 2015 and hereby accept all the above terms and conditions as stated therein.

Signed for and on behalf of

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

## SCHEDULE 4

### ACCESS CHARGES

#### (1) VACANT LAND

			Monthly License Fees up to 7 years License Term (RM)		
Item	Structure Type	UOM	1 Operator	2 Operators	3 Operators
1	Tower, 76m	Per Site/Month	8,400.00	5,300.00	3,800.00
2	Tower, 60m	Per Site/Month	7,500.00	4,800.00	3,400.00
3	Tower, 45m	Per Site/Month	5,800.00	3,800.00	2,800.00
4	Monopole, 45m	Per Site/Month	7,100.00	4,500.00	3,300.00
5	Monopole, 30m	Per Site/Month	5,900.00	3,700.00	2,900.00
6	Monopole, 24m	Per Site/Month	4,950.00	3,900.00	2,600.00
7	Monopole Tree, 45m	Per Site/Month	7,400.00	4,700.00	3,400.00
8	Monopole Tree, 30m	Per Site/Month	5,900.00	3,700.00	2,800.00
9	Lamp Pole, 30m	Per Site/Month	4,700.00	3,500.00	2,900.00
10	Lamp Pole, 24m	Per Site/Month	4,500.00	3,200.00	2,700.00
11	Lamp Pole / Streetlight Pole, 18m	Per Site/Month	3,800.00	2,900.00	2,400.00