



EXAREX SDN. BHD.

REFERENCE ACCESS OFFER (“RAO”)

1st July, 2019 Version 1.0

EXAREX SDN BHD (652650-P)
(the “Access Provider”)

Registered and Business Address:
T1-09-08, 8trium Tower,
Jalan Cempaka SD12/5,
Bandar Sri Damansara,
52200 Kuala Lumpur,
MALAYSIA.

The ARD is available upon written request at the Business Address as above and at www.exarex.com.my

COMPANY BACKGROUND

EXAREX SDN BHD (EXAREX) was incorporated on 17 May 2004 by a group of highly experienced civil, mechanical and electrical professionals in an effort to provide full range of total engineering solutions in infrastructure development for the cellular service operators.

A wholly Malaysian owned company, EXAREX is a multifaceted organization that established to undertake both, building, civil, mechanical and electrical engineering works especially in telecommunication industry. Having started as civil constructions, we are expanded rapidly into project management and turnkey construction.

Strongly holding on our philosophy “Customer Ultimate Satisfactory”, we provide our customers a highest quality of works, safety assurance and on time delivery. We strongly believe that our reputation derives from the perfect blend between company values together with expertise key personnel and experienced.

EXAREX has granted Network Facility Provider (NFP) License in year 2017 and currently Exarex is having 42 sites mainly in Sabah Region.

BACKGROUND AND SCOPE

- EXAREX is a company incorporated in Malaysia with its registered and business address stated in Page 1 hereof.
- EXAREX is a licensed individual network facilities provider under the Act. Pursuant thereto, EXAREX may offer network facilities.
- The Commission has issued the Determination on Access list (Determination No. 2 of 2015) on the 24th August 2015 and this ARD is prepared pursuant to Section 5.3.2 of the Mandatory Standard on Access (MSA) Determination No.2 of 2015 and Variation to Commission Determination on MSA Determination No.2 of 2009.
- This ARD sets out the general terms and conditions on which EXAREX as Access Provider shall provide the Access Service to an Access Seeker. This ARD is not an offer to enter into a legally binding contract but merely a reference document that details the terms and conditions on which EXAREX as Access Provider is prepared to provide the Access Service to the Access Seeker by entering into an Access Agreement.
- For services outside the scope of this ARD, the terms and conditions thereof shall be negotiated separately between the parties.
- This ARD sets out the terms and conditions on which the Access Provider shall provide the Access Service to an Access Seeker. This ARD 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.
- The Access Provider considers that this ARD is consistent with:-
 - i. the Standard Access Obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act; and
 - ii. the principle of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.

This ARD may be amended from time to time and upon the happening of such an event, the Access Provider shall comply with Section 5.3.5 of the MSA Determination.

DEFINITIONS AND INTERPRETATIONS

The following words have these meanings in this ARD unless the contrary intention appears:-

“Access Agreement” means an agreement:

1. entered into between EXAREX and the Access Seeker; or
2. Which is commercially negotiated between the Operators, whereby EXAREX provides the Access Service to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.

“Access Charges” means the sum payable under the Access Agreement agreed by the Operators to be paid by the Access Seeker to EXAREX for providing the Access Service, the indicative Access Charges are as per Appendix 1 hereof.

“Access Provider” means EXAREX who is a network facilities provider who owns or provides network facilities listed in the Access List and who is a licensee as defined in the Act.

“Access Request” means a request for access to Facilities or Services on the Access List made by the Access Seeker to EXAREX.

“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 a written request for access to Facilities or Services.

“Access Service” means the network facilities that are provided by EXAREX to the Access Seeker pursuant to an Access Request and upon terms and conditions in the relevant Access Agreement.

“Act” means the Communications and Multimedia Act 1998 and any subsequent amendments thereto.

“Amended Authorized Work Order” or “AAWO” means any variations and/or amendments to an AWO or an existing AAWO which include but is not limited to the addition of a new User to an Infrastructure thus reducing the License Fee, the increase or adjustment of the

License Fee or the additional License Fee by virtue of a Variation Order under the License Agreement

“Associated Tower Site” means the space at the base of the Tower to install Equipment thereat.

“Authorized Work Order” or “AWO” refers to the order in the form set out in Appendix 2 issued by the Operator or the Sharing Operators to EXAREX and accepted and executed by EXAREX in relation to an Infrastructure Sharing Project and the commencement of a License Period for such Operator or Sharing Operators shall be from the Handover Date of the Site.”

“Commission” means the Malaysian Communication and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.

“Equipment” means any equipment (whether hardware or software), or device which is part of or within the Network.

“Facilities” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications service.

“Handover Date” means the date on which access to the Tower and Associated Tower Site is given to the Access Seeker for installation of the Equipment at that site.

“Infrastructure Sharing” means an Access Service which comprises the provision of physical access, which refers to the provision of space at specified Tower and Associated Tower Site to enable an Access Seeker to install and maintain its Equipment.

“SST” means the Sales and Services Tax or whatever taxes called by whatever name charged by Government of Malaysia for the supply of good and/or services provided hereunder.

“Invoice” means the invoice for amount due in respect of the supply of Access Service during a Billing Period.

“Technical Specifications” means any technical parameters, specifications and procedures applicable to a Tower and its Associated Tower Site.

“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:–

1. Lamp poles, floodlights, aesthetic towers, monopoles, towers and any other telecommunication infrastructure below 200 feet not as per the Tower under paragraphs (a) or (h) of Annexure 3 hereof and as provided under paragraph (i) (x) of Appendix 3 hereof on the Associated Tower Sites, or
2. 4 Legged towers, aesthetic towers and any other telecommunication infrastructure 200 feet and above not as per the Tower under paragraphs (a), (h) and (i) (ix) of Appendix 3 hereof as specified in paragraph (i)(x) of Appendix 3 hereof on the Associated Tower Site, or
3. Any other telecommunication structures belonging to the Access Provider,

ACCESS REQUEST

- The Access Service provided by EXAREX under this ARD is Infrastructure Sharing whereby subject to the terms of the Access Agreement between EXAREX and Access Seekers, EXAREX 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.
- EXAREX shall if requested to do so by an Access Seeker, supply the Access Service to the Access Seeker on reasonable terms and conditions.
- EXAREX shall only provide Infrastructure Sharing service where:-
 1. An Access Request had been made by an Access Seeker to EXAREX and EXAREX has accepted the said Access Request. This is done by way of an Authorized Work Order issued by the Access Seeker to EXAREX;
 2. EXAREX is the legal owner of the Tower;
 3. The Access Seeker has the appropriate License (NFP & NSP) to operate the service for the purpose for which the Equipment is to be installed;
 4. There is spare capacity at the relevant Tower and Associated Tower Site;
 5. Any new installation by the Access Seeker will not exceed the structural loading of the relevant Tower;
 6. An Access Agreement had been entered into between the Operators.
- An Access Seeker may not request for access to Access Service where the requested Access Service is to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- Consistent with Government policy and Determinations by the Commission (and its predecessor), where EXAREX provides the Access Seeker with access to the Access Service, the Access Charges for the requested Access Service shall be negotiated between the Operators.
- If EXAREX requests an Access Seeker to provide Forecast, EXAREX shall only request the following with regards to the Infrastructure Sharing:
 - the Forecasts shall cover the maximum period of one (1) year;
 - the Forecasts shall use the minimum intervals of one (1) year; and
 - the maximum frequency to update or make further Forecasts is once a year.
- EXAREX shall acknowledge of receipt of an Order for Infrastructure Sharing in writing (includes through electronic correspondences), within 2 business days.

- EXAREX shall notify an Access Seeker that its Order for Infrastructure Sharing is accepted or rejected within 10 business days after acknowledge of receipt been issued or post-Order Service Qualification been issued.
- If EXAREX is accepting the Order, its Notice of Acceptance will indicate the delivery date or activation date, and the time frame for delivery date or activate date shall be within 40 business days from the Notice of Acceptance.
- The EXAREX's billing cycle for Operators, is one (1) year in advance for the first year, and quarterly in advance for the subsequent years.
- EXAREX shall allow Access Seeker, its nominated employees and / or contractors to physically access the EXAREX's network facilities and its equipment within the facilities, for Access Seeker to fulfill the Order for Infrastructure Sharing and perform operations or maintenance activities.
- If EXAREX's employees and / or contractors enter the network facilities with an escort, EXAREX may request Assess Seeker, its nominated employees and / or contractors to enter the site with escort too.
- Assess Seeker shall provide 2 business days' notice for manned sites and 5 business days' notice for unmanned site to EXAREX if Assess Seeker intends to physical access the network facilities for planned maintenance.
- For planned and emergency maintenance at unmanned sites, EXAREX's escort is allowed to have reasonable time (which include travel time) to arrive the sites. If the EXAREX's escort fail to arrive within the reasonable time, the Assess Seeker, its nominated employees and / or contractors to enter the site without escort.
- EXAREX shall provide relevant utilities and ancillary services which are within its control, or ensure that all necessary utilities and ancillary services, to enable Assess Seeker to benefit during their access. The services include: access of land, power (including back-up power), environmental service (heat, light, ventilation, air conditioning, fire protection), security and site maintenance. The costs shall be apportioned in fair and equitable principles between EXAREX and Access Seekers.

APPENDIX 1

ACCESS CHARGES

1. Subject to paragraphs (c) and (g) below, the following rates shall be utilized as indicative rates for access to the telecommunication towers to be granted to an Access Seeker to install its Equipment there at:-

Structure Type	1 way		2 way		3 way	
	West Malaysia	East Malaysia	West Malaysia	East Malaysia	West Malaysia	East Malaysia
Tower, 76m	8,593	9,367	5,606	6,111	3,969	4,327
Tower, 60m	7,669	8,359	5,003	5,454	3,543	3,861
Tower, 45m	5,821	6,345	3,798	4,139	2,689	2,931
Monopole, 45m	7,207	7,928	4,702	5,172	3,329	3,629
Monopole, 30m	6,006	6,607	3,916	4,308	2,783	3,033
Monopole Tree, 45m	7,762	8,538	5,064	5,570	3,585	3,908
Monopole Tree, 30m	6,353	6,988	4,144	4,559	2,929	3,192
Lamp Pole, 30m	4,444	4,666	3,299	3,629	2,491	2,715

2. The above License Fee shall be inclusive of costs, expenses, OPEX, operations and maintenance of the Infrastructure recurring or otherwise howsoever and whatsoever incurred (but excluding GST) for the License Period and the Extended License Period (unless otherwise expressed and specifically agreed by the Parties) and any additional fees or expenses incurred by TSB in excess (if any) shall be borne by the TSB. The License Fee for the Basic Infrastructure payable by a User will be dependent on the number of Users using any particular Infrastructure at the material time as per the table above.
3. If in the event the number of User per Infrastructure increases, the License Fee payable by the Users will be revised downwards as per the payment structure above. There shall be no further reduction for the License Fee if the Users for any Infrastructure exceed six (6). To reflect the amended License Fee, all Users for the Site will amend the first Authorized Work Order or relevant applicable AAWO and issue a new AAWO (whichever is applicable) and shall be entitled to the amended License Fee with effect from the date stated in the latest AAWO.
4. In the event that the Access Seeker wishes to install more than the maximum number of dishes and/or antennas at any Tower or dishes in excess of 1.2 meters in diameter, subject to the consent by the Access Provider and also subject to the Tower's space and loading, the Access Seeker shall pay the following additional Access Charges :-

- i. RM500.00 per month for any additional RF antennas or dishes measuring less than 1.2 meters in diameter; and
 - ii. RM1, 000.00 per month for any dishes measuring more than 1.2 meters in diameter.
- 5. The Access Charges that will be payable by the Access Seeker will be dependent on the number of telecommunication companies (Access Seeker and other Operators (if any) ("User(s)")) using any particular Tower.

APPENDIX 2

AUTHORISED WORK ORDER (AWO)



Ref : ESB/"TELCO"/"STATE"/NFP-"SITE_NAME"_REV.0
Date :
To :

The parties undersigned have agreed that the Licensor will perform the work described below in accordance with the terms referenced in the Letter of Offer (LOO) or Licensed Agreement issued and the following additional terms noted.

SITE INFORMATION

Site ID	
Site Name	
Site Address	
Longitude & Latitude	
Category & Users	
Structure Type	
Structure Height (m)	
Site Acceptance / Start Date	
Expiry date	
Leased Duration	
No of Antenna / Dish / RRU	

LICENSE FEE (RM)

Basic License Fee	-
VO – License Fee	-
VO – Land Rental	-
VO – Fibre ROW	-
VO – Additional Loading	-
Total Monthly License Fee	-
Power Supply Charges	-

IN WITNESS WHEREOF, the undersigned have through their duly authorised representatives signed this Order on the day and year written below.

Exarex Sdn Bhd

Name :

Date :

Chop & Signed

Name :

Date :