



REFERENCE ACCESS OFFER

U MOBILE SDN BHD

1 May 2023

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U MOBILE's Reference Access Offer (RAO) is published pursuant to:

- Commission Determination on the Mandatory Standard on Access (MSA) Determination No.1 of 2022;
- Commission Determination of Access List, Determination No.6 of 2021; and
- Commission Determination on the Mandatory Standard on Access Pricing (MSAP), Determination No.1 of 2023

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INTRODUCTION

1. This Reference Access Offer (“**RAO**”) is published by U MOBILE Sdn Bhd (“**U MOBILE**”), pursuant to the MSA to enable eligible licensees under the Communications and Multimedia Act 1998 (“**CMA**”) to seek access to U MOBILE’s network facilities and/or services.

2. This RAO is divided into the following parts:

Part A	Applicability and Scope of the Reference Access Offer (RAO)
Part B	Application Process
Part C	Negotiation Process and Timelines
Part D	General Terms and Conditions
Part E	Specific Terms and Conditions for particular Access Services Offered by U MOBILE
Part F	The Schedules
Part G	The Specified Forms for the Access Request Process

3. This RAO is:

- (a) the basis upon which any person, who holds a license under the CMA, and who is entitled to seek, would seek access to U MOBILE’s network facilities and/or network services provided that U MOBILE is able to provide such facilities or services;
- (b) the basis upon which such persons will be granted access to the Access Services set out in Part A Section 2, upon the execution of and registration of an Access Agreement between U MOBILE and any eligible person under Section 3(a) above, such agreement containing the general terms and conditions and relevant specific terms and conditions as applicable for the specific Access Service.

4. U MOBILE reserves its right to amend this RAO from time to time without notice and access will be considered based on the current RAO published by U MOBILE.

A copy of the amendments will be provided within twenty (20) business days before the effective dates of the amendments to:

- (a) the Access Seekers who are being provided with access to U MOBILE’s network facilities and/or network services; and
- (b) all Access Seekers who have requested access to the network and/or facilities within three (3) months prior to the amendments.

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Access Seekers who have already signed an Access Agreement with U MOBILE will not be affected by the amendments to the RAO, unless both Parties agree to incorporate any part of the amendments into their Access Agreement.

5. ***U MOBILE's Address*** for Correspondence:

All requests, notices, forms and any other relevant documents arising out of this RAO, shall be sent to U MOBILE at the address below:

U Mobile Sdn Bhd
Lot 11.01, Level 11, East, Berjaya Times Square
1, Jalan Imbi
55100 Kuala Lumpur
Attention: **Head of Regulatory**

PART A – Applicability and Scope of RAO

1. Introduction

This RAO only applies to those network facilities and services which are in the Access List that are as set out in Section 2 below.

U MOBILE may, at its sole discretion, agree to provide access to an Access Seeker to any other network facilities and/or services, which are not included in the Access List on terms and conditions to be agreed between U MOBILE and the Access Seeker. U MOBILE is not bound by the provisions in the MSA nor the terms and conditions set out in this RAO to provide access to those facilities and services which are not in the Access List.

U MOBILE will provide access, subject to availability, based on the Standard Access Obligations (Section 149 of CMA) and on reasonable and non-discriminatory terms.

2. Network Facilities and Network Services Offered by U MOBILE

The following network facilities and/or services (“**Access Services**”) may be made available by U MOBILE subject to availability of capacity at the time of the Access Request.

- (a) Mobile Network Origination Service
- (b) Mobile Network Termination Service
- (c) Interconnect Link Service
- (d) Infrastructure Sharing
- (e) Network Co-Location Service
- (f) MVNO Access

These Access Services are defined in the Access List and U MOBILE adopts the definition as used therein.

3. Who is Eligible to Apply for Access

This RAO applies to those Access Seekers who are licensed by the Minister as:

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

and have fulfilled the necessary licence and other qualifications to apply for access.

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U MOBILE may at its discretion and in a manner consistent with the License(s) granted (and the license rights accorded therein) by the Minister to the Access Seeker, determine on a case-by-case basis whether to provide the Access Seeker with access to the Access Service(s) set out in this RAO.

PART B – Application Process

1. Introduction

- 1.1 The following Sections set out the process for initiating an Access Request with U MOBILE. It also sets out the respective obligations of both the Access Seeker and U MOBILE.

2. Submission of Request for Access

- 2.1 If the Access Seeker wishes to obtain access to such Access Service from U MOBILE, as listed in Part A No.2 the Access Seeker shall complete Request for Access form (Form B.2.1), which must be duly signed by an authorised officer or representative of the Access Seeker.
- 2.2 The Access Seeker must indicate in the Access Request Form the type of access service it is seeking, and also indicate whether:
- (a) the terms of the RAO are accepted; or
 - (b) the Access Seeker wishes to negotiate specific terms; or
 - (c) Fast track services are sought (where RAO terms are accepted)

3. U MOBILE's Response to Access Request

- 3.1 Within ten (10) Business Days of receipt of the Access Request (**Form B.3.1**), U MOBILE will respond to the Access Seeker in any of the following manner:
- (a) **accepting** the Access Request, and issuing either **Form B.3.1** Access Request Acceptance - RAO Response (Form B.3.1) or Access Request Acceptance – Negotiation Response (Form B.4.1) to the Access Seeker; or
 - (b) **rejecting** the Access Request, and issuing Access Request Rejection (**Form B.5.1**) to the Access Seeker; or
 - (c) **requesting for further information** and issuing Request for Further Information (**Form B.6.1**) to the Access Seeker.

4. Access Request Acceptance – RAO Response

- 4.1 If the Access Seeker accepts the terms and conditions of this RAO as the basis for the Access Agreement, then U MOBILE shall issue an acceptance to the Access Seeker through Form B.3.1
- 4.2 Upon the submission of Form B.3.1, U MOBILE will provide the following information to the Access Seeker:

- (a) Description of each of the Access Services that may be provided by U MOBILE pursuant to the Access Request;
- (b) Standard application forms and other formalities required to be complied by the Access Seeker to apply for the relevant Access Service;
- (c) U MOBILE's current Charges for the relevant Access Service if not subject to MCMC mandated access prices;
- (d) All relevant technical information relating to the relevant Access Service, including any physical and logical interfaces of U MOBILE's network which can interconnect to, and interoperate with the Access Seeker's network;
- (e) Details of U MOBILE's provisioning cycles and any impact such cycles may have upon an Access Request by the Access Seeker.

5. Access Request Acceptance – Negotiation Response

- 5.1 If the Access Seeker had submitted an Access Request which contains a request to negotiate the terms and conditions of the Access Agreement, then U MOBILE shall do the following:
- i. issue Form B.4.1
 - ii. provide the information set out in Section 4.2 (a) to (e) in the form of a draft Access Agreement
 - iii. require the Access Seeker to provide all relevant technical information relating to the Access Seeker's network which U MOBILE may reasonably need;
 - iv. require the Access Seeker to provide such additional information as may be reasonably required to provide access to the Access Service.
- 5.2 Upon the issuance of Form B.4.1 by U MOBILE, the negotiation process and timelines as set out in Part C of this RAO shall apply.

6. Access Request Refusal

- 6.1 If U MOBILE refuses an Access Request, U MOBILE shall do so using Form B.5.1. The Access Seeker may attend and meet with the representatives of U MOBILE on the date and time specified in Form B.5.1 to discuss issues arising from the refusal.
- 6.2 If the Access Seeker fails or neglects to attend the meeting with U MOBILE on the date and time stated, the Access Seeker shall be deemed to have abandoned the Access Request and U MOBILE will not entertain any further communication from the Access Seeker.
- 6.3 If the Access Seeker does attend, and the refusal of the Access Request is not resolved (whether at that meeting or any subsequent meetings between the parties), then

either U MOBILE or the Access Seeker may initiate the Dispute Resolution Processes (where applicable) set out in Part F of this RAO, in order to determine the reasonableness of the refusal by U MOBILE.

- 6.4 Pending the final determination of the dispute, U MOBILE shall not be obliged to provide access to the Access Seeker.

7. Right to Refuse

7.1 U MOBILE may refuse an Access Request made by an Access Seeker if the provision of the Access Service requested in the Access Request is not reasonable on certain circumstances. For the purposes of this provision, U MOBILE may rely on the following grounds for refusal:

- (a) the information provided by the Access Seeker is incorrect or incomplete for U MOBILE to fully evaluate the Access Request;
- (b) U MOBILE does not currently supply or provide access to the network facility or service requested by the Access Seeker to itself or to any third party;
- (c) it is not technically feasible (as determined in accordance with the criteria set out in Section 5.4.17 of the MSA) to provide access to the network facilities or services requested by the Access Seeker;
- (d) U MOBILE has insufficient capacity or space to provide the requested network services or network facilities. U MOBILE may rely on this ground if the network is: (i) already carrying traffic to capacity or near full capacity; or (ii) already reserved for future use by U MOBILE and/or its holding, associate or affiliate companies, if such future use shall commence not later than six (6) months from the date of this Access Request or, (iii) U MOBILE is unable to expand its own capacity within the period forecast by the Access Seeker.
- (e) U MOBILE reasonably believes that the Access Seeker may fail to make timely payments for the Access Services and such concern cannot be addressed through a security requirement in accordance with the MSA;
- (f) U MOBILE reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions set out in this RAO for the Access Services;
- (g) U MOBILE reasonably believes that the safety of its network will be compromised by the grant of the access requested;
- (h) U MOBILE reasonably believes that the provision of access to the Access Seeker will be in furtherance of an activity which is illegal under Malaysian law;
- (i) U MOBILE reasonably believes that the provision of access to the Access Seeker will be contrary to the provisions and objectives of the CMA or the national interest; or

- (j) the terms and conditions of access requested by the Access Seeker, in the opinion of U MOBILE are unreasonable.

8. Request for Further Information

- 8.1 U MOBILE may request the Access Seeker to provide further information pursuant to an Access Request, by issuing Form B.6.1 to the Access Seeker.
- 8.2 Upon receipt of Form B.6.1, the Access Seeker shall within ten (10) Business Days from the date of Form B.6.1 provide such further information to U MOBILE.
- 8.3 If in U MOBILE'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 twenty (20) Business Days from the date U MOBILE received the further information from the Access Seeker.
- 8.4 If U MOBILE issues Form B.6.1 then the time limits set out in this Part B of the RAO shall be adjusted accordingly.
- 8.5 If the Access Seeker does not provide the further information in response to a request made by U MOBILE, then the Access Seeker shall be deemed to have abandoned the Access Request. Such abandonment shall be without prejudice to the Access Seeker submitting a fresh Access Request.

9. Right to Withdraw Access Request

- 9.1 No later than the fifth (5th) Business Day following the date of the Access Request, the Access Seeker may withdraw the Access Request.
- 9.2 If the withdrawal is effective, then U MOBILE shall not be obliged to nor be under any obligation to fulfil the Access Request.
- 9.3 No Access Request may be withdrawn after the expiry of the fifth (5th) Business Day, and if an Access Seeker does do so, such withdrawal will not be effective unless agreed to by U MOBILE (whether on terms or otherwise).

10. Applicability for Additional Services

- 10.1 Notwithstanding that the Access Seeker may have entered into an Access Agreement with U MOBILE, the Access Seeker shall submit an Access Request for additional Access Services in accordance with the provisions set out above.

Part C – Negotiation Process and Timeline

1. Introduction

- 1.1 The following negotiation process and timelines shall be applicable to negotiations between an Access Seeker and U MOBILE in respect of an Access Agreement whether based on the RAO or otherwise.
- 1.2 All negotiations shall be conducted in good faith. For the purposes of determining “good faith” the provisions in subsection 5.4.2 of the MSA shall apply mutatis mutandis, and references to U MOBILE and Access Seeker shall be construed accordingly.

2. Commencement of Negotiation

- 2.1 If an Access Seeker has received Form B.4.1, the Access Seeker must within ten (10) Business Days of receipt of the acceptance of Form B.4.1 submit a list of the clauses which it wishes to change or negotiate and the proposed language for such clauses to U MOBILE.
- 2.2 If the Access Seeker fails, neglects or refuses to do so within the time stipulated, then the Access Seeker shall have been deemed to have withdrawn its Access Request and U MOBILE shall not be under any obligation to provide access to the Access Seeker.
- 2.3 U MOBILE will set a date and time for an initial meeting no later than fifteen (15) Business Days from the date of the Access Seeker’s response under Section 2.1 above.

3. Duration of Negotiations

- 3.1 All negotiations shall be concluded within one-hundred and twenty (120) days where there is no Access Agreement in place between the Operators or ninety (90) days where there is already a commercial agreement or Access Agreement in place between the Operators. The period stated in this paragraph 3.1 shall commence from the date U MOBILE receives a written request to commence negotiations, or in default, from the date Form B.4.1) was issued to the Access Seeker.
- 3.2 U MOBILE and the Access Seeker may agree in writing to extend the time to conclude such negotiations, and upon such agreement, submit a joint request for the approval of the extension to the Commission.
- 3.3 Pending such approval by the Commission, the parties shall continue to negotiate in good faith to conclude the Access Agreement.

4. Initial Meeting

4.1 The designated representatives of U MOBILE and the Access Seeker shall meet as specified in Form B.2.1 and Form B.4.1 on the date, time and at the venue specified, and shall:

- (a) agree on a timetable for the negotiations, including milestones and dates for subsequent meetings within the applicable timeframe for negotiations under paragraph 5.4.1(b) of the MSA;
- (b) agree on negotiating procedures, including:
 - i. calling and chairing meetings;
 - ii. responsibility for keeping minutes of the meetings;
 - iii. clearly defined pathways and timetables for escalation and resolution by each Operator of matters not agreed in the meetings;
 - iv. Procedures for consulting, and including in the negotiating process, relevant experts from each of the Operators; 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 Operator; and;
- (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

5. Failure to reach agreement

5.1 If the parties are unable to reach an agreement within the provided timeline then:

- (a) both parties may apply to the Commission for an extension of time to complete the negotiations, and if such application for extension of time is refused by the Commission or if U MOBILE and the Access Seeker are unable to reach agreement despite an extension of time granted by the Commission, then either party may seek the resolution of such failure pursuant to the Dispute Resolution Processes (where applicable) set out in Part F to this RAO; or
- (b) either party may seek the resolution of such failure pursuant to the Dispute Resolution Processes (where applicable) set out in Part F to this RAO.

Part D – General Terms and Conditions

The following are the general terms and conditions that will be incorporated into an Access Agreement to be entered into between U MOBILE and the Access Seeker with respect to the Access Services offered by U MOBILE. For these terms to become binding on the Parties, a definitive Access Agreement must be drawn up and executed by both parties and subsequently registered with the Commission.

1. Forecasting Obligations

1.1 **General**

1.1.1 The Access Seeker shall, for the duration of the Term of the Access Agreement:

- (a) initially provide U MOBILE with a 12 months' forecast of its requirements of access within thirty (30) days from the date of the Access Agreement; and
- (b) subsequently, periodically and not less than thirty (30) days before the anniversary of the Commencement Date of the Access Agreement, furnish to U MOBILE a reasonably accurate 12-month forecasts of its requirements for Access Services.

1.1.2 **Duration of Forecast.** All forecast provided by the Access Seeker shall, unless the context otherwise requires, be for a twelve (12) months' period.

1.1.3 **Prerequisite information.** The Access Seeker may request preliminary information from U Mobile about the availability and capacity of its Facilities and/or Services to the extent the Access Seeker requires such information to provide forecasts.

1.2 **Forecast Request**

1.2.1 U MOBILE may at any time, request in writing ("**Forecast Request**") that the Access Seeker provide to U MOBILE the following information ("**Forecast Information**") in sufficient detail to enable U MOBILE to carry out its network and provision planning for the Access Services for which access is required:

- a) Network area or operational area where access is required;
- b) Specific timetable when each of the Access Services are required;
- c) The required capacity;
- d) Such other information as may be reasonably necessary for U MOBILE to carry out network planning.

1.2.2 The Access Seeker shall provide the Forecast Information to U MOBILE within four (4) weeks from the date of receipt of the Forecast Request, unless U MOBILE agrees in writing to an extension of the time for the provision of the Forecast Information.

- 1.2.3 U MOBILE shall treat all Forecast Information provided by the Access Seeker to U MOBILE as confidential and shall only be used by the following personnel: (a) those personnel who are in U MOBILE’s wholesale or Interconnection Group or (b) those personnel of U MOBILE who are part of U MOBILE’s network engineering group with responsibility for Interconnection, for the purpose of responding to and planning for the forecast and related Orders.
- 1.2.4 U MOBILE may only distribute Forecast Information of an Access Seeker outside the group of people referred to in Section 1.2.3 above if: (a) the Forecast Information of the Access Seeker is aggregated with forecasts provided by other Operators and U MOBILE’s own requirements; and (b) the Forecast Information or its use does not otherwise specifically identify the Access Seeker in any manner.

1.3 Updating & Confirmation of Forecasts

- 1.3.1 Regardless of whether U MOBILE makes a Forecast Request, the Access Seeker shall update its forecast quarterly and shall inform U MOBILE in writing of the updated forecast in writing, so as to enable U MOBILE to carry out efficient network planning and management to meet its current and future requirements and the performance of its obligations under the Access Agreement.
- 1.3.2 If U MOBILE requires the Access Seeker to confirm its forecasts, then the Access Seeker shall within five (5) Business Days submit a statement confirming its forecasts. Upon such confirmation, the forecasts shall be deemed to be a **confirmed Access Order** for the purposes of Section 2 of this Part, to enable U MOBILE to undertake provisioning of the Access Services, subject always to the availability of spare capacity for such services or facilities.

1.4 Capacity Constraints

- 1.4.1 If U MOBILE reasonably believes that the aggregate of the total capacity of Access Services required by the Access Seeker under its relevant forecasts, U MOBILE’s own requirements, and other 3rd party Access Seeker’s forecast, would exceed the capacity which U MOBILE can provide, then U MOBILE will notify the Access Seeker of such constrained capacity, whereupon U MOBILE will endeavour to allocate the available capacity to all Access Seekers in accordance with Capacity Allocation Policy maintained by U MOBILE.

1.5 Forecast Rejection or Acceptance

- 1.5.1 If U MOBILE considers that the Forecast Information supplied by the Access Seeker pursuant to Section 1.2.1 (above) is insufficient, then U MOBILE will notify the Access Seeker within five (5) Business Days of receipt of the Forecast Information, of the

insufficiency of the Forecast Information and specifying what additional information U MOBILE requires.

- 1.5.2 U MOBILE will notify the Access Seeker within fifteen (15) Business Days of receiving the Forecast Information if the Forecast Information is accepted by U MOBILE.
- 1.5.3 If the Forecast Information is accepted, then the Access Seeker may not cancel, vary or alter the Forecast Information, unless U MOBILE so agrees in writing.
- 1.5.4 U MOBILE may send a rejection notice to the Access Seeker within fifteen (15) Business Days of receipt of the Forecast Information if it rejects the Access Seeker's forecast. The rejection notice will specify the reasons for rejection together with an offer by U MOBILE to meet with the Access Seeker within five (5) Business Days of the rejection notice, to discuss the rejection and alternative methods by which the Access Seeker may comply with the Forecast Request.

1.6 *Review of Forecasts upon Rejection*

- 1.6.1 Upon the rejection of the Forecast Information by U MOBILE pursuant to Section 1.5.4 above, the Access Seeker may within twenty-one (21) Business Days from the receipt of the rejection notice by the Access Seeker, review its Forecast Information and either:
 - (a) confirm its rejected Forecast with an explanation on the reasons for U MOBILE to accept the Forecast; or
 - (b) re-submit an amended forecast for U MOBILE's consideration.
- 1.6.2 If an Access Seeker submits an amended forecast, U MOBILE shall reconsider the same and the provisions set out in this Section 1.5 of this Part shall apply as if such amended forecast were a fresh forecast.

1.7 *Over-Forecasting*

- 1.7.1 The Access Seeker shall refrain from over-forecasting its requirements for the Access Services.
- 1.7.2 U MOBILE shall determine whether or not the Access Seeker has over-forecasted its requirements on an annual basis by comparing the forecast amount and the previous Access Orders made for that year.
- 1.7.3 Should the Access Seeker's forecasted requirements exceed the Access Orders for that year, then there shall be deemed to be an over-forecast, and Section 1.8 shall apply in such cases.

1.8 *Recovery for Over-Forecasting*

- 1.8.1 If there has been an over-forecast by the Access Seeker, and

- (a) U MOBILE incurs costs and expenses in meeting such forecast, which were reasonably and necessarily incurred by U MOBILE, and
- (b) U MOBILE has reasonably sought to mitigate its loss over a six (6) months' period;

then U MOBILE shall be entitled to recover from the Access Seeker an amount not exceeding seventy-five (75%) percent of such costs and expenses which could not have been mitigated by U MOBILE during the aforementioned six (6) month period.

- 1.8.2 The amount ascertained by U MOBILE in accordance with Section 1.8.1 above, shall be deemed to be a debt due from the Access Seeker to U MOBILE and U MOBILE shall include the said amount in the Invoice to the Access Seeker for the relevant Billing Period.
- 1.8.3 The Access Seeker shall pay the amount invoiced in accordance with Section 8 of this Part.

1.9 Failure to provide Forecasts

- 1.9.1 Any failure, neglect or refusal by the Access Seeker to comply with its obligations set out in this Section 1 of this Part, shall entitle U MOBILE to continue to provide access to the Access Seeker but such provision of access may be at the level based on previous year's usage or level but such provision (if any) shall be without prejudice to U MOBILE's right to reduce such provision as dictated by the needs of U MOBILE and 3rd party Access Seekers. In either case, U MOBILE shall not be responsible for any loss, damages, costs or expenses arising to the Access Seeker.

2. Ordering and Provisioning Obligations

2.1. Access Order Content by Access Seeker

- 2.1.1 The Access Seeker shall provide U MOBILE with an Access Order, which shall set out the following information ("**Access Order Information**" or "AOI"):
 - (a) the Access Services for which access is required;
 - (b) the proposed date and time for delivery of access by U MOBILE;
 - (c) the locations of delivery in accordance with U MOBILE's published Points of Interconnection (POI);
 - (d) the specifications, technical data, functionality and inter-operability of the Equipment which the Access Seeker will be using in connection with the Access Order; and
 - (e) such other information as the Access Seeker may reasonably believe that U MOBILE may require in order to fulfil the requirements of Access Seeker.
- 2.1.2 The Access Seeker shall provide the AOI in sufficient detail and in sufficient time to enable U MOBILE to evaluate and plan the provisioning of the Access Services.

2.1.3 U MOBILE shall treat all AOI provided by the Access Seeker to U MOBILE pursuant to the Access Agreement as confidential and such AOI shall only be used by the following U MOBILE personnel: (a) those personnel of U MOBILE who are in U MOBILE's wholesale or Interconnection Group; or (b) those personnel of U MOBILE who are part of U MOBILE's Network engineering group with responsibility for Interconnection for the purpose of responding to and provisioning for the Order.

2.2 Acknowledgement of Receipt of Access Order by U MOBILE

2.2.1 U MOBILE will issue to the Access Seeker an acknowledgement of receipt of the Access Order within the period specified in the Service Specific Obligations.

2.2.2 The following information will be provided in the notice of receipt:

- (a) the time and date of receipt of the Order;
- (b) a list of any additional information reasonably required by the Access Provider from the Access Seeker to provision the Order;
- (c) if the relevant Facilities and/or Services available to U MOBILE are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, U MOBILE shall inform the Access Seeker of the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted;
- (d) whether U MOBILE needs to perform post-Order Service Qualification because information is not readily available to U MOBILE, for example in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualification; and
- (e) the position of the Order in U MOBILE's queue.

2.3 Further Information

The Access Seeker shall revert to U MOBILE within ten (10) Business Days, with the additional information requested by U MOBILE in section 2.2.2 (b). Insufficient or incomplete information provided by the Access Seeker will entitle U MOBILE to reject the Access Order.

2.4 Service Qualifications

2.4.1 U MOBILE shall be entitled to conduct Service Qualifications on the relevant portion of its network as deemed necessary, pursuant to any request for access by an Access Seeker.

2.4.2 The Access Seeker, may with the written consent of U MOBILE and upon terms to be agreed, conducts its own Service Qualification.

- 2.4.3 U MOBILE shall use all reasonable efforts to complete the Service Qualification and inform the Access Seeker of the result of the Service Qualification within fifteen (15) Business Days of the commencement of the Service Qualification.

The Access Seeker may withdraw its Access Order, without penalty, before the earlier of the following:

- (a) within ten (10) Business Days after the Access Seeker receives the results of the Service Qualification; or
- (b) one (1) Business Day before U MOBILE commences civil works to provision the Order (if civil works is required). U MOBILE reserves the right to charge a non-refundable administrative fee if the Access Seeker withdraws its Access Order.

2.5 Time for Acceptance or Rejection of an Access Order

- 2.5.1 U MOBILE will notify the Access Seeker that an Order is accepted or rejected within:

- (a) The specified timeframe in the Service Specific Obligations for the purposes of this subsection 5.7.12 of MSA; or
- (b) The timeframe within which it accepts or rejects equivalent Orders for itself, whichever is shorter.

If U MOBILE notifies the Access Seeker that an Order is rejected, U MOBILE will advise the Access Seeker whether U MOBILE would be able to accept the Order in a modified form.

- 2.5.2 U MOBILE may reject an Access Order on any of the following grounds:

- (a) It is not technically feasible to provide the requested Access Services;
- (b) U MOBILE has insufficient capacity or space to provide the requested network services of facilities at the time requested by the Access Seeker;
- (c) The Access Order exceeds the forecast levels provided by the Access Seeker pursuant to Section 1 of this Part;
- (d) the Access Order or variation requested duplicates another Access Order waiting for fulfillment;
- (e) Access Seeker has not obtained the necessary related agreements from U MOBILE (e.g. Facilities Access for a new Point of Interconnection);
- (f) U MOBILE has reasonable grounds to believe that the Access Seeker would materially fail to comply with the terms of the Access Agreement and such concern cannot be addressed to U MOBILE's satisfaction, acting reasonably,
- (g) U MOBILE has reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Access Services, to protect the

integrity of U MOBILE's Network and/or safety of individuals working on or using services supplied by U MOBILE's Network and such concern cannot be addressed to U MOBILE'S satisfaction, acting reasonably.

2.5.3 If the Access Order is rejected, then U MOBILE shall issue a notice of rejection which shall contain, inter alia, the following information:

- (a) the ground(s) of rejection as stated in section 2.5.2; and
- (b) offer to meet, the Access Seeker, within five (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance.

2.5.4 U MOBILE's Notice of Acceptance to the Access Seeker shall contain the following information:

- (a) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by U MOBILE, then no later than:
 - i. The indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations for the purpose of the subsection 5.7.13 in the MSA; or
 - ii. The period of time taken by U MOBILE to deliver, or activate, such Facilities and/or Services for itself,

Whichever is shorter;

- (b) The date when civil works (if any) are intended to commence;
- (c) The charges applicable to fulfil the Order;
- (d) Such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (e) The validity period, which shall be a period that is not shorter than (3) months commencing from the date of the Notice of Acceptance ("Validity Period").

2.6 Confirmation & Charges

2.6.1 Access Seeker Confirmation:

- (a) The Access Seeker's confirmation of an Order is not required if U MOBILE accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires

further confirmation from the Access Seeker before U MOBILE can proceed with the Order.

- (b) Where the Access Seeker's confirmation is required for U MOBILE to proceed with fulfilling an Order as provided for under paragraph 2.6.1(a) above, U MOBILE shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, U MOBILE shall fulfil the Order in accordance with the Notice of Acceptance.

2.6.2 Estimated Charges.

- (a) If U MOBILE had provided an estimate of the Charges to the Access Seeker, U MOBILE will not exceed the estimate unless U MOBILE provides the Access Seeker with written notice prior to exceeding the estimate, stating that:
- i. the estimate will likely to be exceeded;
 - ii. the reasons for exceeding the estimate; and
 - iii. a further estimate of the Charges for the work necessary to fulfill the Order.

2.6.3 If the revised estimate exceeds the original estimate by more than 10% of the original estimate, then the Access Seeker may within ten (10) Business Days from the date of the notice specified in Section 2.6.2 above, withdraw the Access Order, and such withdrawal shall not expose the Access Seeker to any penalty, and U MOBILE shall also be released from fulfilling the Access Order, without being in breach of any of its obligations under the Access Agreement.

2.6.4 where the actual cost incurred by U MOBILE exceeds an estimate or revised estimate for a specific scope of work provided by U MOBILE due to:

- i. Information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or
- ii. A change in the scope of work by the Access Seeker,

The Access Seeker shall be obliged to pay U MOBILE for the actual cost incurred.

2.6.5 U MOBILE shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, such confirmation to be provided by the Access Seeker within the Validity Period or the timeline set under 2.6.3 above.

2.6.6 If the Access Seeker does not withdraw the Access Order after being notified by U MOBILE in accordance with Section 2.6.2 above, then the Access Seeker shall be deemed to have agreed to the revised Charges from U MOBILE, and U MOBILE shall continue with the work and the Access Seeker shall be liable to pay to U MOBILE the revised Charges.

2.7 Fulfilment of an Access Order

2.7.1 Upon receipt of the confirmation specified in Section 2.6.1 above, U MOBILE will use all reasonable efforts to fulfil the Access Orders for the Access Services which complies with the forecast supplied by such Access Seeker, on the terms and conditions contained in the Access Agreement.

2.8 Required Extra Capacity

2.8.1 U MOBILE may, by written notice, require the Access Seeker to purchase additional capacity on the Access Seeker's side of the Network, as U MOBILE reasonably estimates, may be required by the Access Seeker to meet the demand on its Network.

2.8.2 Should the Access Seeker fail, neglect or refuse to procure such additional capacity within five (5) Business Days of U MOBILE's notice, and the actual demand exceeds the capacity on the Access Seeker's Network, U MOBILE will notify the Access Seeker in writing of such overload on U MOBILE's Network. Thereafter, the parties shall meet within five (5) Business Days of the notice, to identify alternative sources of the required capacity for the Access Seeker.

2.8.3 If the access capacity issue on the Access Seekers Network cannot be resolved within ten (10) Business Days of the last meeting between the parties, U MOBILE shall be entitled, without further notice to the Access Seeker, to bar or block services (including calls) to the Access Seeker's Network to the extent necessary to minimise congestion within U MOBILE's Network.

2.9 Delivery Date

2.9.1 U MOBILE will deliver the Order by the delivery date or activation date (as applicable) as specified in the notice of acceptance sent by U MOBILE or the extended delivery date (if any) as determined in accordance with Section 2.10 below.

2.9.2 Should U MOBILE be able to deliver the ordered access to the Access Seeker earlier than the agreed delivery date, U MOBILE will advise the Access Seeker of such early delivery and if agreed to by the Access Seeker, deliver such ordered access at such earlier date.

2.10 Delayed Delivery Dates

2.10.1 Where there is a delay in the delivery of an Order, and; the delay is caused by U Mobile:

- i. U MOBILE shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after U MOBILE becomes aware of the possible delay;
- ii. U MOBILE shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility

and/or Service; and the network facilities and network services that U MOBILE is able to provide pursuant to this

- iii. The delivery date shall be extended for a further period as reasonably necessary, and U MOBILE shall promptly notify the Access Seeker of the revised delivery date; or

2.10.2 Where the delay is caused by the Access Seeker:

- i. U MOBILE shall notify the Access Seeker of the delay to the delivery date as soon as practicable after U MOBILE becomes aware of it;
- ii. U MOBILE and Access Seeker must work together to minimise the delay; and
- iii. The delivery date shall be extended for a further period as reasonably necessary, and U MOBILE shall promptly notify the Access Seeker of the revised delivery date.

2.10.3 U MOBILE will give the Access Seeker a rebate for any delay in the delivery date, such rebate shall be of an amount equivalent to the recurring Charges payable by the Access Seeker to U MOBILE for access to the network services or facilities over a period equal to the period of the delay solely due to U MOBILE. Notwithstanding the foregoing, U MOBILE shall not be liable for any delay caused by or attributable to the Access Seeker. The rebate will be reflected in the Invoice issued for the next Billing Cycle.

2.11 Cancellation and Variation of Orders

2.11.1 An Access Seeker may cancel or vary an Order in writing provided to U MOBILE at any time prior to provisioning of the Access Services by U MOBILE. U MOBILE shall be entitled to charge the Access Seeker for all costs and expenses incurred by U MOBILE in relation to the cancelled or varied Order in accordance with Section 5.7.26(b) of the MSA.

2.11.2 For the purposes of this Section, a variation of an Order shall be an addition, modification, substitution or omission made to an Order.

2.12 Testing and Provisioning by Access Seeker

2.12.1 U MOBILE will offer all reasonable assistance and cooperation to the Access Seeker in relation to the testing and provisioning of ordered Access Services. U MOBILE may charge the Access Seeker a one-off fee for allocation of manpower and other resources to enable U MOBILE to test and fulfil an Order for new Facilities and/or Services.

2.13 Queuing Policy for Access

2.13.1 U MOBILE shall maintain a Queuing Policy for all Access Seekers on a non-discriminatory basis that maximises the efficiency of its ordering and provisioning process. U MOBILE will place an Access Seeker in U MOBILE's queuing system at the time of providing an acknowledgement of receipt of the Access Order pursuant to Section 2.2 above.

2.14 **Resource Charge**

2.14.1 U MOBILE may charge the Access Seeker a one-off fee, to be determined by the reference to the costs incurred by U MOBILE, for allocation of manpower and other resources to enable U MOBILE to test and fulfil and Order for new Facilities and/or Services.

3. Point Of Interface (POI) Procedures

3.1 **POI Locations**

3.1.1 The list of U MOBILE's available POI locations:

- (a) at which physical co-location is available;
- (b) in respect of which virtual co-location is available and technically feasible;
and
- (c) in respect of which in-span Interconnection is available and technically feasible;

is set out on its website and may be amended by U MOBILE from time to time, but notwithstanding the said publication, the Access Seeker shall confirm with U MOBILE the availability of the Point of Interconnect locations, at the time of making a Forecast or an Access Order.

3.2 **Access Seeker Requested POI**

3.2.1 U MOBILE may consider a request in writing by the Access Seeker to interconnect at a point other than the POI published by U MOBILE on its website. U MOBILE may at its absolute discretion provide access at such selected POI to the Access Seeker and any additional costs incurred by U MOBILE shall be paid by the Access Seeker. The Access Seeker will be advised of the acceptance or refusal of such request made by the Access Seeker together with the grounds of refusal (as the case may be). For the avoidance of doubt, this Section 4.3 does not impose an obligation on U MOBILE to interconnect at a non-specified POI Location.

3.3 **Third Party POI**

- 3.3.1 Should the Access Seeker nominate a third-party POI for the purposes of Interconnection between the Access Seeker and U MOBILE, it shall first notify U MOBILE of such nomination giving sufficient details to U MOBILE to enable U MOBILE to decide if it accepts or rejects such nomination.
- 3.3.2 If U MOBILE accepts such nomination, the Access Seeker shall remain responsible at all times for all costs of Interconnection and access at such third party's POI.
- 3.3.3 If U MOBILE rejects such nomination, U MOBILE shall notify the Access Seeker of its decision and shall provide reasons for its rejection.
- 3.3.4 Notwithstanding the agreement of U MOBILE to interconnect at such third-party POI, the Access Seeker shall indemnify and keep U MOBILE indemnified for the duration of the Term of the Access Agreement, against all and any claims, demands, expenses, losses and expenses which U MOBILE may incur or be exposed to, arising from such Interconnection at the third party's point of interconnect.

3.4 Network Responsibility

Both U MOBILE and the Access Seeker will be responsible for the provisioning and maintaining their own Facilities (including those Facilities which form part of the Interconnection links and the transmission equipment) on their side of the POI.

4. Decommissioning Obligations

4.1 Decommissioning Notice

Except where U MOBILE is required to vacate a site where a Point of Interface is located, or any other Facility and/or service which relies on the Access Provider's use of that site, as a result of a third-party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, U MOBILE will provide no less than:

- i. one (1) year's notice in writing to the Access Seekers prior to the decommissioning of a Point of Interface; or
- ii. six (6) months' notice in writing to the Access Seekers prior to the decommissioning of any network facilities or services which rely on U MOBILE's use of the site (as the case may be).

U MOBILE may give a shorter notice in circumstances where it is unable to meet the notice requirements set out in this section 4.1, including due to local authority's notice to vacate, but in any event shall give as much notice as possible.

4.2 Co-operation by U MOBILE

- 4.2.1 U MOBILE will co-operate with the Access Seekers to work out a timetable for the decommissioning of a relevant Point of Interface, network facilities or services.

4.3 *Alternative Arrangements*

- 4.3.1 Where U MOBILE gives a Decommissioning Notice, U MOBILE will use all reasonable efforts to provide the affected Access Seeker, a functionally equivalent Interface at an alternative Point of Interface, on terms and conditions that are similar to that applicable to the Point of Interconnection that has been decommissioned, for a period of three (3) years from the date the alternative Point of Interconnection was commissioned. In the event U MOBILE is unable to agree or provide an alternative Point of Interface to the Access Seeker, the Parties will discuss and agree on a reasonable compensation upon the decommissioning.
- 4.3.2 Where U MOBILE gives a Decommissioning Notice to the Access Seeker that it will decommission a network facility or service, U MOBILE will use all reasonable efforts to provide the affected Access Seeker access to an alternative network facility or service on terms and conditions that are similar to that applicable to the network facilities or services that has been decommissioned, for a period of three (3) years from the date the alternative network facilities or services are commissioned. In the event U MOBILE is unable to agree or provide an alternative network facilities or services to the Access Seeker, the Parties will discuss and agree on a reasonable compensation as stated below upon the decommissioning.

5. Network Change Obligations

5.1 *Scope*

This section deals with the obligations between U MOBILE and the Access Seeker (including all other operators, whether or not they are Access Seekers or U MOBILE), with respect to the implementation of a Network Change (as set out in Section 5.2 below) which necessitates a change in the hardware or software of the other party's Network in order to ensure the continued proper operation and compatibility of the Parties respective Networks. The obligations in this Section are reciprocal in nature and apply both to U MOBILE and the Access Seeker.

5.2 *Types of Changes*

For the purposes of this RAO, the following changes (Collectively referred to as the "**Relevant Changes**") would be considered as a network change:

- a) Interface change
- b) Facility/Service change
- c) Network change
- d) Operational Support Systems (OSS) change (includes Billing, Ordering and Provisioning, and Customer Churn process)
- e) Functionality change

5.3 Notification of Change

- 5.3.1 If either U MOBILE or the Access Seeker (as “**the notifying party**”) proposes to make a Relevant Change to its Network, services and procedures, the notifying party will issue a Change Notice to the other party (the “**recipient party**”) stating the nature, effect, technical details and potential impact on the recipient party’s Network. Upon receipt of the Change Notice, the recipient party shall immediately identify and begin planning the necessary consequential changes that it has to implement to make its Network, services or procedures compatible with the notifying party’s Network.
- 5.3.2 The notifying party will, no later than ten (10) Business Days from the Change Notice, make its technical representatives available to the recipient party to discuss the Relevant Changes, and the necessary consequential changes that the recipient party has to implement to make the recipient party’s Network, services or procedures compatible with the notifying party’s Network. All Relevant Changes initiated by the notifying party shall only be carried out after the expiry of three (3) months from the date of the Change Notice.

5.4 Post-notification Procedures and Testing

- 5.4.1 The notifying party will co-operate and meet with the recipient party within the time frame set out in section 6.3 above, and provide additional information reasonably requested by the recipient party no later than ten (10) Business Days after the Recipient Party’s request for such additional information so as to minimise any adverse impact of the Relevant Changes.
- 5.4.2 The notifying party will co-operate with the recipient party in relation to the development of procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Parties’ respective Networks. The notifying party will jointly with the recipient party carry out such tests as developed above at least twenty (20) days prior to the notifying party implementing the Relevant Changes.
- 5.4.3 The cost of the tests shall be borne by the Parties on pro-rata basis taking into account the number of operators that may be affected by the Relevant Change.

5.5 Testing Failure

- 5.5.1 Subject to the recipient party having fully co-operated with the notifying party in relation to the development and execution of the tests above, and having regard to the notifying party’s requirement for the Relevant Changes:
- a) if the recipient party does not accept the tests or the results of such tests within ten (10) days prior to the date when the notifying party proposes to effect the Relevant Changes; or

- b) such tests do not provide reasonable assurance of the continued operation and compatibility of the Parties' respective Networks, services or procedures,

then the notifying party will postpone implementation of the Relevant Changes for such period as may be necessary to allow the Parties to repeat the testing procedures set out above. In the event of continuous failure of the tests, then the Relevant Change shall be abandoned.

6. Billing and Settlement

6.1 **Deposit & Charges**

- 6.1.1 The Access Seeker shall pay U MOBILE the agreed Charges for the Access Services. The Charges may either be commercially set prices or regulated prices set out in the Mandatory Standard on Access Pricing, Commission Determination No.1 of 2023, or any other Price Determinations issued by the MCMC from time to time.
- 6.1.2 If U MOBILE incurs additional costs outside those envisaged by the Parties in the Access Agreement, then the Access Seeker shall pay such additional costs to U MOBILE, in accordance with the terms set out Section 6 of this RAO.
- 6.1.3 Within thirty (30) days of the execution of the Access Agreement, the Access Seeker shall provide to U MOBILE a bank guarantee from a Bank in Malaysia for an amount equal to be the value of three (3) months recurring Charges of the relevant Access Services except for MVNO Access, the value of five (5) months recurring Charges of the Access Services provided to the Access Seeker.

6.2 **Invoices**

- 6.2.1 U MOBILE will issue Invoices to the Access Seeker in writing and/or in electronic form, in within one (1) month of the end of the Billing Period. The Invoices shall be for all amounts due to U MOBILE in respect of the supply of Access Services during such Billing Period, including such amounts as referred to in Section 6.1.2 above, less any outstanding amount in relation to a dispute payable by U MOBILE to the Access Seeker under the Access Agreement.
- 6.2.2 U MOBILE Shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker in an Access Agreement.
- 6.2.3 In the event U MOBILE is unable for any reason to issue an Invoice, U MOBILE may issue a provisional Invoice in accordance with Section 6.10.

6.3 **Billing Error**

- 6.3.1 If an Operator discovers an error in an Invoice, it must promptly notify the other Operator. The Operator which made the error must make necessary adjustments to correct that error within one (1) month of notification.

6.4 Time for Payment

- 6.4.1 The Access Seeker shall make full payment of all Invoices (including any provisional Invoice) issued to it by U MOBILE within one (1) month from the date of each Invoice. The payments may be made either by cheque or electronic fund transfer directly to an account nominated by U MOBILE.
- 6.4.2 If the amounts paid to date for the period pending the settlement of the dispute is higher than the amounts payable, U MOBILE will issue a credit note for the difference (“Difference”) free of any interest within fourteen (14) Business Days from the date of settlement of the dispute to the Access Seeker.

6.5 Billing Dispute Notification

- 6.5.1 If the Access Seeker disputes any of the Invoices (within the time periods specified in section 6.6 below), the Access Seeker shall provide sufficient and complete information to U MOBILE relating to such dispute including:
- a) the nature of the dispute, supported with necessary documents;
 - b) the amount disputed;
 - c) detail of the Invoice stating the Access Seekers account number with U MOBILE, the invoice reference number, the invoice date, the invoice amount and the billing verification information
 - d) evidence in the form of the Access Seeker’s outgoing report, indicating the relevant traffic data which is in dispute; and
 - e) such other information as the Access Seeker deems necessary to facilitate the expeditious resolution of the dispute.
- 6.5.2 An Invoice may be disputed by the Access Seeker if the Access Seeker has reasonable grounds to believe that an error has arisen from one of the following circumstances:
- (a) U MOBILE’s billing system is, or has been, defective or inaccurate in respect of the recording of the calls which are the subject of the dispute;
 - (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Access Seeker’s Billing System;
 - (c) U MOBILE has made some other error in respect of the recording of the calls or calculation of the Charges.

6.6 Billing Disputes

6.6.1 If the Access Seeker intends to dispute an Invoice, the Access Seeker must do so within the following timelines:

- (a) in the case of domestic calls, the Access Seeker will notify U MOBILE within thirty (30) days of receipt of the disputed Invoice from U MOBILE;
- (b) in the case of international calls, the Access Seeker will notify U MOBILE within six (6) months of receipt of the disputed Invoice from U MOBILE.
- (c) In the case of any other Facilities and Services, the Access Seeker will notify U MOBILE within thirty (30) days of receipt of the disputed Invoice from U MOBILE

If the Access Seeker does not dispute the Invoice within the above specified timelines, then the Access Seeker shall be deemed to have accepted the Invoices and shall pay the disputed amount to U MOBILE within the prescribed timeline for invoices stated under 6.4.1 above without any deductions or set-off.

6.7 Billing Dispute Resolution

6.7.1 The Parties agree to use their reasonable endeavors to promptly resolve any Billing Dispute notified under this section 6. If the Parties are unable to resolve a Billing Dispute, then such Billing Dispute will be resolved in accordance with the Dispute Resolution Procedure set out in Part F (Schedule F.2) of this RAO and as agreed by the Parties in the Access Agreement.

6.8 Late Payment Interest

6.8.1 U MOBILE shall be entitled to charge the Access Seeker late payment interest on all amounts outstanding with respect to any overdue Invoice, except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance to 6.5 above, at the rate of two percent (2%) per annum above Malayan Banking Berhad’s Base Rate calculated daily from the Due Date until the date of full payment.

6.8.2 If any Invoice is overdue by sixty (60) days or more, except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance to 6.5 above, such Invoice shall be subject to interest at the rate of three percent (3%) per annum above the Malayan Banking Berhad’s Base Rate calculated daily from the Due Date until the date of full payment.

6.9 Back billing

6.9.1 If U MOBILE discovers that there are any errors or omissions, or miscalculations in an Invoice (“**the affected Invoice**”), U MOBILE shall include the difference between the revised value (taking into account the errors, omissions and miscalculations) and the value of the affected Invoice (with such errors, omissions and miscalculations), and

such difference shall be included into a later Invoice. This differential amount shall be identified in sufficient detail to enable the Access Seeker to undertake a reconciliation of the Invoices and payments made, PROVIDED THAT the amendment is made within three (3) months from end of the billing period.

- 6.9.2 Upon receipt of the Invoice containing such differential amounts, the Access Seeker may either request for further information within ten (10) Business Days or pay the said Invoice.

6.10 Provisional Billing

- 6.10.1 If U MOBILE is unable to submit an Invoice for actual Charges for any Access Services supplied in a Billing Period, then U MOBILE may issue to the Access Seeker an Invoice for a provisional amount (“**Provisional Amount**”) based on the last Invoice, provided that the amount of the Provisional Amount is no more than the average of the most recent three (3) Invoices. Where there have not been three (3) past Invoices for access to the Facilities and/or Services, U MOBILE may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice. The Access Seeker shall pay the Provisional Amount by the Due Date. The Provisional Amount will be adjusted in the next Invoice or as soon as practicable but not later than sixty (60) days after the month in which the Charges were incurred (“**Adjustment Period**”). If an adjustment is not made within the Adjustment Period, the Access Seeker shall treat the Provisional Amount as the actual Invoice.
- 6.10.2 If the actual amount for a particular Billing Period is higher than the Provisional Amount for the Billing Period, then the Access Seeker will pay in full such difference (free of interest) within thirty (30) days from the receipt of the Invoice to U MOBILE.
- 6.10.3 If the actual amount for a particular Billing Period is lower than the Provisional Amount for the same Billing Period, U MOBILE will reimburse in full such difference free of interest within thirty (30) days from the receipt of the Invoice by the Access Seeker.

6.11 No Set-Off

- 6.11.1 Unless otherwise agreed by U MOBILE and Access Seeker in an Access Agreement, U Mobile may not set-off Invoices except where the Access Seeker is in liquidation or at least three (3) Invoices have been issued and such Invoices have not been paid (excluding disputed amounts).

7. Operations and Maintenance Obligations

7.1 Operations & Maintenance Responsibility

- 7.1.1 U MOBILE will be responsible for the operations and maintenance of its own network facilities and network services. The Access Seeker shall be responsible for the

operations and maintenance of its own network facilities and network services. The party in whose Network a fault occurs is responsible for rectifying and restoring services in accordance with the response times stated in this section 7.3 below.

7.2 Fault Management

- 7.2.1 Both the Access Seekers and U MOBILE will establish and maintain, at their own costs, a fault reporting service that allows its Customers who are connected to their respective Networks, to report such faults directly to their fault management systems.
- 7.2.2 Both U MOBILE and the Access Seeker will ensure that it advises it's directly connected Customers to report all faults to the fault reporting service set up by the relevant operator and will manage its fault reporting and identification on a non-discriminatory basis.
- 7.2.3 If a major fault occurs in the interconnected Network, which affects communications that crosses both U MOBILE's and the Access Seekers Networks, initial identification of fault will rest with the Operator who first becomes aware of the fault. Once it is determined accurately where the fault lays, the affected Operator in whose Network the fault has occurred will promptly repair the said fault.
- 7.2.4 If an Operator identifies a fault occurring in its Network which may have an adverse effect on the other Operators Network or Equipment, the Operator identifying the fault shall promptly notify the other Operator of the existence of the fault, the remedial actions being taken by the affected Operator and the outcome of such remedial actions.
- 7.2.5 In the event of interruption or failure of any of the facilities and/or services, the affected party will restore those services as soon as is reasonably practicable. Both U MOBILE and the Access Seeker will assign priority levels for each of the defect that it experiences in its Network, and will give the highest priority and service to faults that will affect a large number of Customers, and to recurring faults affecting any part of the network.

7.3 Fault Rectification Response Time

Each party to the Access Agreement agrees to respond and rectify faults in its Network in accordance with the agreed response and rectification time frames set out in the Fault Rectification Response Time Schedule F.4 of this RAO.

7.4 Planned Maintenance

- 7.4.1 Subject to 8.1 below, the operator ("the Maintenance Operator") who intends to carry out planned maintenance on any part of its network, which may affect the Access Seekers network or U MOBILE' network, then the Maintenance Operator is required to:

- (a) provide a minimum of 10 Business days' notice of the planned maintenance;
- (b) use reasonable endeavours to minimize any disruption to the interconnect and access communications between U MOBILE and the Access Seeker ; and
- (c) where reasonably practicable, and if agreed between U MOBILE and the Access Seeker, U MOBILE will provide an alternative route or carriage on terms to be agreed.

7.5 Emergency Maintenance

7.5.1 If the Maintenance Operator needs to undertake emergency maintenance on any part of its Network, which may affect the provision of Access Services, then the Maintenance Operator will:

- (a) provide verbal notification and follow it up with a written notice within 24 hours of the emergency maintenance;
- (b) use reasonable endeavours to minimize any disruption to the Interconnect and Access communications between U MOBILE and the Access Seeker; and
- (c) where reasonably practicable, and if agreed between U MOBILE and the Access Seeker, U MOBILE will provide an alternative route or carriage of the Access Seekers communication on terms to be agreed.

8. Technical Obligations

8.1.1 Compliance to Commission Technical Guidelines and Standards

Subject to the technical obligations set out in the RAO, U MOBILE and the Access Seeker will adhere to the relevant guidelines and all applicable technical standards adopted or issued by the Commission from time to time.

8.1.2 Technical and Implementation Manual

The Parties shall agree to a Technical and Implementation manual ("**T&I Manual**") in respect of the enablement of the access to the required Access Services as specified in the T & I Manual. Such manual shall be agreed to within 3 months from the date of execution of the Access Agreement, or such longer period as may be mutually agreed.

8.1.3 Interference to the Network

Both U MOBILE and the Access Seeker shall take all necessary precautions against interference, and shall not knowingly, do anything or permit any third party to do anything in relation to their respective Network and/or Equipment which will:

- (a) cause radio interference to the other party's Network;
- (b) materially obstruct, interrupt or impedes the continuous use or operation of the network facilities, Network services or equipment.

8.1.4 Notice of Interference and Rectification

If either U MOBILE or the Access Seeker ("**the Notifying Operator**") notifies the other party ("**the Recipient Operator**") that the Recipient Operator's network facilities,

network services or Equipment is causing interference to the Notifying Operator's network facilities, network services or Equipment, then the Recipient Operator shall upon receipt of the aforesaid notice from the Notifying Operator, complete all rectification and repair works so that the interference ceases do all things necessary to remove the interference UNLESS the Recipient Operator is unable to locate the source of the interference, whereupon the Recipient Operator shall notify the Notifying Operator of its inability to locate the source of the interference and the parties agree that both of them shall within twenty four (24) hours of such notice, jointly meet and inspect each other's network facilities, network services or Equipment to locate the source of the interference.

8.2 Network Protection and Safety

8.2.1 The parties agree that each of them is responsible for the safe operation of its side of the network boundary, and shall take all reasonable steps to ensure that its side of the network, its network operations, and the implementation of the Access Agreement:

- (a) will not endanger the safety or health of any person, both its own personnel and those of the other party;
- (b) will not cause physical or technical harm to the other party's Network, including causing damage, interfering with or causing deterioration in the operation of the other party's Network.

8.3 Quality of Service

8.3.1 Subject to technical capacity, the access provided by U MOBILE to the Access Seeker shall be at the quality of service level set out in the Quality of Service Schedule F.5 of this RAO.

9. Terms, Suspension and Termination Term

9.1 The Access Agreement shall only take effect on the date it is registered with the Commission and shall remain in force until the termination of this Agreement by either party in accordance with the termination's provisions in the Access Agreement.

9.1.1 The Access Agreement shall be for a term of no less than five (5) years commencing from the Commencement Date until the Expiry Date ("**Term**").

9.2 Term of Supply of Access Services

9.2.1 The Access Services shall be provided for the following minimum term:

	Network services/Network facilities	Minimum Term
1.	Access Services (e.g., originating and terminating access)	No minimum term
2.	Transmission Services	12 months
3.	Network Facilities Access	3 years

9.3 Termination and Suspension

9.3.1 Termination Circumstances

Without prejudice to any other rights or remedy which U MOBILE may have against the Access Seeker, but subject to Section 9.6 below, U MOBILE may, terminate the Access Agreement if any one of the following events has occurred:

- i. where the Access Seeker has committed a material breach of the Access Agreement, and U MOBILE has given the Access Seeker one (1) month to remedy the breach and the Access Seeker has failed, neglected and/or refused to do so; or
- ii. where the Access Seeker has become subject to a winding up order; or
- iii. a Force Majeure event has continued for a period of more than three (3) months.

9.4. Change in law

9.4.1 Where the continued operation of the Access Agreement or access to any network facilities or services provided there under is or will become unlawful as a result of legislative amendment(s), the Access Seeker and U MOBILE shall meet within five (5) Business Days of U MOBILE becoming aware of the legislative change, to review whether access to the relevant network facilities or services may be provided by U MOBILE on terms and conditions acceptable to the Access Seeker and which would prevent such access from being unlawful under the legislative change (“**Alternative Terms and Conditions**”).

9.4.2 If the parties cannot agree on the Alternative Terms and Conditions within ten (10) Business Days or such further period as may be mutually agreed, U MOBILE may terminate the Access Agreement if U MOBILE obtains the approval of the Commission as set out in Section 9.6 below.

9.5 Suspension

9.5.1 Subject to Section 9.8, U MOBILE may only suspend access to any network facilities or services in the following circumstances:

- (a) the Access Seeker's network facilities materially and adversely affect the normal operation of U MOBILE's Network or are a material threat to the safety of any individual;
- (b) the Access Seeker's network facilities or the supply of a network service poses an imminent threat to the life or the property of U MOBILE, its employees or contractors;
- (c) the Access Seeker's network facilities cause material physical or technical harm to any network facilities of U MOBILE or any other person;
- (d) where the Access Seeker has failed to pay Invoices in accordance with its obligations under Section 6.2 of this Part;
- (e) where the Access Seeker has failed to provide additional security in accordance with Section 15.3 of this Part;
- (f) where a Force Majeure event occurs; or
- (g) the Access Seeker breaches any laws, regulations, rules or standards which has a material and adverse effect on the Access Provider or the provision by the Access Provider or Facilities and/or Services under this Access Agreement.

9.5.2 Subject to Section 9.6 below, U MOBILE shall give an Access Seeker five (5) Business Days prior written notice of its intention to suspend the Access Seeker's access to any of U MOBILE's network facilities or services. Such notice shall also contain written reasons for the intended suspension.

9.6 Notice

9.6.1 U MOBILE shall give the Commission prior written notice of its intention to terminate, suspend or materially vary an Access Agreement. Such notice shall also state the reasons for U MOBILE's action and its appropriateness.

9.6.2 The right of U MOBILE to terminate or suspend or seek to materially vary the Access Agreement or access to any Access Services provided under it, may be exercised only when the Commission has agreed to such a course of action and has so notified U MOBILE. Such notification may contain such conditions as the Commission may specify.

9.6.3 Upon receipt of such notification, U MOBILE shall comply with the conditions and timeframes set out by the Commission, notwithstanding any provision in the Access Agreement to the contrary.

9.7.1 Effect of termination

9.7.1 Any termination under the Access Agreement shall be without prejudice to any accrued rights and obligations of the parties at the date of termination.

9.7.2 U MOBILE shall not be entitled to any additional charges, costs or expenses on termination of an Access Agreement or access to any network facilities or services provided under it except:

- a) Charges invoiced in arrears and not yet paid; or
- b) charges arising during the minimum contractual period as set out in Section 9.2 above provided that:
 - i. such charges has been reduced to reflect any cost savings to U MOBILE from not having to supply the Access Services to the extent that they have been terminated or suspended; and
 - ii. U MOBILE has used reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings.

9.7.3 Upon the termination of an Access Agreement or access to any Access Services provided there under, U MOBILE shall refund to the Access Seeker all amounts paid in advance to the extent that the amount (or part thereof calculated on a pro-rata basis), relate to the period after the date of termination.

9.7.4 Notwithstanding the obligation in Section 9.7.3, U MOBILE shall:

- a) within sixty (60) days of termination of the Access Agreement refund to the Access Seeker any deposit paid less any amount owed to U MOBILE; and
- b) immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantee provided by the Access Seeker.

9.8 *Effect of Suspension*

9.8.1 If U MOBILE elects to suspend the Access Agreement, then for the duration of the suspension, U MOBILE shall not be required to provide any access to the Access Seeker, and the rights, responsibilities and obligations of the parties pursuant to the Access Agreement will be held in abeyance until the Access Agreement is reactivated, and the Access Seeker may not exercise any such rights.

9.8.2 If the Access Agreement is suspended, the period of suspension shall not affect the expiry date of the Access Agreement.

9.8.3 U MOBILE shall not be held responsible to the Access Seeker for anything occurring, arising or manifesting itself during the period of suspension, nor liable for any loss, costs, damages, expenses (including consequential losses) which the Access Seeker may suffer due to the suspension.

10. *Churn obligations*

10.1 The releasing Service Provider must not object to the Access Service Provider implementing any Customer's Churn request, where such request is received by the Access Service Provider from a Gaining Service Provider.

- 10.2** Except where the Releasing Service Provider and the Access Service Provider are the same person, the Gaining Service Provider must notify the Releasing Service provider of each proposed Churn prior to forwarding a Transfer Request to the Access Service Provider.
- 10.3** Within two (2) Business Days of the receipt by Releasing Service Provider of the notice from the Gaining Service Provider under subsection 5.15.2 of MSA, the Releasing Service Provider must advise the Gaining Service Provider if it believes, on reasonable grounds, that the Transfer Request is invalid because:
- a) the Transfer Request resulted from a processing error; or
 - b) the Transfer was incomplete (for reasons including that the Customer or their agent did not execute the Transfer Form)
- For clarification, if no notice is provided under this subsection, the Gaining Service Provider may forward the Transfer Request to the Access Service Provider (where the Access Service Provider is a different person to the Releasing Service Provider).
- 10.4** If a notification is made under 10.2 above, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstance, the Releasing Service Provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service Provider with a Transfer Form, the Transfer request may be provided to the Access Service Provider immediately.
- 10.5** Within two (2) Business Days after the receipt of a Transfer Request, the Access Service Provider must implement the Churn and advise each of the Gaining Service Provider and the Releasing Service Provider that the transfer has been completed.
- 10.6** An Access Service Provider must facilitate and implement Churns between Operators in accordance with the obligations specified in 10.5 above, even if the Access Service Provider is not the Releasing Service Provider or the Gaining Service Provider.
- 10.7** Unless otherwise specifically provided in MSA, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information of the Gaining Service Provider and must not use such information in connection with marketing to, or offering services to, a Customer.

10.8 If a Service is subject to a Churn, a Releasing Service Provider or an Access Service Provider (acting as an Access Provider for the purposes of MSA), must not refuse and Access Request (under subsection 5.4.10 MSA) on the ground that the Releasing Service Provider is currently using the Service specified in the Access Request.

11. Assignment

11.1 Neither party shall assign the Access Agreement to any other person, unless the prior written consent of the other party to the Access Agreement is obtained (which consent shall not be unreasonably withheld) and the assignment must be reciprocal with the other party's rights of assignments.

12. Force Majeure

12.1 Neither party will be deemed to be in default under the Access Agreement, or will be liable to the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control, including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in telecommunications equipment or lines, or other equipment failure, and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable precautions or reasonable efforts will not require the incurrence of any additional cost or expense (each, a "**Force Majeure Event**").

13. Intellectual Property Rights

13.1 Each party shall license to the other party for the Term of the Access Agreement and on a royalty-free basis, all Intellectual Property rights necessary for the proper operation of the Access Agreement and the inter-operability of each party's networks, subject to any relevant third-party licenses.

13.2 If either party fails to comply with its obligations under section 13.1, the party in default shall indemnify the other party from all loss suffered and liability incurred by the other party as a result of any infringement of any third-party Intellectual Property rights used in the other party's network. This indemnification will be the only remedy and form of compensation available to the party invoking it relation to Intellectual Property licensed or disclosed under the Access Agreement.

13.3 Except as otherwise expressly provided in the Access Agreement, all Intellectual Property rights, including trade secrets if any, shall remain in the ownership of the person creating or commissioning the same and nothing in the Access Agreement

shall confer or be deemed to confer on either party any rights or licenses in the Intellectual Property of the other party or of any third party.

13.4 Without prejudice to section 13.3, neither party shall be entitled to use any trademarks or service marks (whether registered or not) of the other party in any document or other medium, without the prior written consent of the other party.

13.5 The parties will negotiate arrangements (including in respect of title) concerning Intellectual Property jointly developed in the course of the performance of the Access Agreement or otherwise in connection with the Access Agreement.

14. Confidentiality

14.1 Except as otherwise expressly provided in this Agreement, U MOBILE and the Access Seeker each agree that:

- i. all information communicated to it by the other and identified as confidential, (or which the other party ought reasonably have known is confidential by nature) whether before or after the Commencement Date including without limitation information relating to the business affairs of the parties, information relating to the Parties' Customers or employees, and service offerings,
- ii. all information identified as confidential to which it has access in connection with the access, on or after the Commencement Date, and
- iii. this Agreement and the parties' rights and obligations under this Agreement, will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each of the parties, agree to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of the information.

No such information will be disclosed by the recipient party without the prior written consent of the other party as such information shall only be disseminated on a need-to-know basis; provided however, that each party may disclose this Agreement and the other party's confidential information to those of the recipient party's legal advisers, auditors, insurers (if applicable), such parties appointed by the Commission, the Commission, and the full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party, so long as the recipient party requires, in the case of its legal advisers, auditors and insurers, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set out in this Section 15.

- 14.2 The obligations of non-disclosure will not prevent either party from disclosing information that belongs to the other party if:
- i. it is already known by the recipient party without an obligation of confidentiality other than under this Agreement,
 - ii. is publicly known or becomes publicly known through no act of the recipient party,
 - iii. is rightfully received from a third party,
 - iv. is independently developed without use of the other party's confidential information,
 - v. is disclosed without similar restrictions to a third party by the party owning the confidential information, or
 - vi. is required to be disclosed pursuant to Law or a court order or governmental authority. If confidential information is required to be disclosed in connection with the conduct of any mediation or dispute resolution proceeding, such confidential information may be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or other third party, as the case may be, conducting such proceeding.
- 14.3 Upon written request at the expiration or termination of this Agreement for any reason, all such documented confidential information (and all copies) owned by the requesting party will be returned to the requesting party or will be destroyed, with written certification being given to the requesting party. The provisions of this Section 16 will survive the expiration or termination of this Agreement for any reason.

15. Review and Amendments

15.1 Review of Access Agreement

The parties agree that the Access Agreement shall be reviewed:

- (a) if the Minister issues a direction or determination relating to access and related matters;
- (b) if the Commission issues a direction or determination relating to access and related matters;
- (c) if the CMA or the MSA is amended in relation to its subject matter;
- (d) by agreement between the parties;
- (e) if a condition of either party's license is amended or deleted or a new condition is imposed in relation to its subject matter that affects the other party's right to provide or seek the Access Services.

[collectively referred to as a "Review Events"]

15.2 Review Process

- 15.2.1 If a Review Event occurs, then U MOBILE may notify the Access Seeker that the Access Agreement will be reviewed as soon as possible but in any event no later than thirty (30) days from the date when U MOBILE notifies the Access Seeker.
- 15.2.2 Upon completion of the review, U MOBILE shall submit to the Access Seeker a copy of the Access Agreement duly marked up with the amendments or modifications or variations clearly identified.
- 15.2.3 The Access Seeker shall revert with its comments and suggested changes (if any) within fourteen (14) days from the date of receipt of the amended Access Agreement.
- 15.2.4 Once the parties have agreed to the amendments to the Access Agreement, then the parties shall execute the amended Access Agreement and U MOBILE shall submit the same for registration with the Commission.

15.3 Security Review

- 15.3.1 U MOBILE shall only vary the amount and type of any security requirements imposed on another Operator:
 - (a) a maximum of once in any twelve (12) month period;
 - (b) if there is a material increase in the credit risk to the Operator due to changes in either or both of the circumstances under paragraphs 5.3.9(b)i and 5.3.9 (b)ii of MSA; and
 - (c) if the Operator determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.
 - (d) If amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the Operator for the purposes of section 15.3.1(b) above.

16. Insurance

- 16.1 The Access Seeker must take out and maintain the following insurances with a reputable insurer in Malaysia Prior to the Commencement Date, and will deliver to U MOBILE evidence satisfactory of the currency of the policies of insurance:
 - (a) Comprehensive General Liability Insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00), for any one claim or series of claims in respect of any liability for bodily injury (including death) of any person, personal injury, or property damage arising out of or in connection with the performance of the Access Agreement that may be entered into. The insurance policy must contain a “cross liabilities” clause so that each of the insured parties will be considered as a separate and distinct unit and the term “Insured” in the policy will apply to each party as if a separate policy had been issued to each of the parties in its name alone;

(b) Workers' Compensation Insurance or Social Security Insurance, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into.

16.2 The Access Seeker must effect the insurance required under Section 20 prior to the Commencement Date and must maintain such insurance until the expiry or termination of this Agreement.

16.3 The Access Seeker must notify U MOBILE in writing of any claim and any event associated with the Access Agreement which is likely to give rise to a claim against the insurance effected by the Access Seeker, within five (5) days after the Access Seeker becomes aware of such claim or event and provide such further information to U MOBILE in relation to the claim or event as U MOBILE may reasonably require.

17. Costs and Expenses

17.1 Each party shall bear its own costs and expenses for negotiating, preparing and executing the Access Agreement and all documents contemplated by it, except where the Access Agreement expressly provides otherwise. Stamp duty payable in respect of the Access Agreement shall be borne by the Access Seeker.

18. Reciprocity in Obtaining Access

18.1 If U MOBILE requires access from the Access Seeker, then U MOBILE may acquire such access to the network facilities or services of the Access Seeker on similar terms as U MOBILE provides to the Access Seeker under this Agreement.

19. Governing Law

19.1 The interpretation, validity and performance of the Access Agreement shall be interpreted in accordance with the laws of Malaysia.

20. Compliance with laws

20.1 The parties shall comply with all applicable laws, regulations, directions, determinations and all subsidiary instruments issued from time to time by the Commission or the Minister pursuant to the CMA.

21. Conditions Precedent

21.1 It shall be a condition precedent to the effectiveness and validity of the Access Agreement:

- (a) that it be registered with the Commission pursuant to the CMA; and
- (b) that the Access Seeker has provided the appropriate security to U MOBILE.

22. Notices

22.1 All notices, demands or other communication required to be given under the Access Agreement shall be in writing and shall be sufficiently given or made if:

- (a) delivered by hand, at the time of delivery; or
- (b) sent by pre-paid registered post, on the third Business Day after posting; or
- (c) sent by legible facsimile transmission, when receipt of such facsimile transmission is confirmed by the printing of a transmission report; or

addressed to the intended recipient at its address, facsimile number or electronic mail set out below. Either party may from time to time notify the other party of its change of address or facsimile number in accordance with this clause.

If to U MOBILE:

U MOBILE Sdn Bhd

Lot 11.01, Level 11, East, Berjaya Times Square,
1, Jalan Imbi, 55100 Kuala Lumpur
Fax No: 03 2141 6511

Attention: Head of Regulatory

If to the Access Seeker:

[To insert Address]

Fax No: [To insert]

Attention: [To insert]

E-Mail Address: [To insert]

23. Dispute Resolution

All disputes arising out of or relating to the Access Agreement will be decided and resolved in accordance with the process set out in the Dispute Resolution Procedures in Schedule F.2 of this RAO.

24. Entire Agreement

- 24.1 The Access Agreement will represent the entire understanding between the parties in respect of the provision of network facilities and/or services dealt with there under.
- 24.2 The Access Agreement supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of the Access Agreement.
- 24.3 The Access Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument.
- 24.4 The outline of the Access Agreement between Access Seeker and U MOBILE will be as follows:
- (a) Articles of Agreement
 - (b) General Terms and Conditions (adopted from Part D to this RAO)
 - (c) Specific Terms and Conditions (relates to Access Services requested) and any additional terms agreed by the Parties)
 - (d) The applicable Schedules (adopted from Part G to this RAO, including such additional schedules as may be necessary)
 - (e) Appendix A – Technical Requirements
 - (f) Appendix B – Specifications
 - (g) Appendix C – Price List – Negotiated or MCMC mandated price

25. Good Faith and Non-Exclusivity

- 25.1 Each party will act in good faith in relation to the other with regard to all matters relating to or contemplated by the Access Agreement. The parties acknowledge that nothing in the Access Agreement will prevent, limit or restrict in any way whatsoever either party from supplying any facilities and/or service to any other person by means of such party's Network.

26. Partial Invalidity

- 26.1 If any term or condition of the Access Agreement is found to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of the Access Agreement or the application of such term or condition to other situations or circumstances shall not be affected, and the parties agree to amend the Access Agreement to reflect the correct intention of the parties and/or the directions of the Commission (where applicable) to the extent permissible by such applicable law.

Part E – Specific Terms and Conditions

The Specific Terms and Conditions applicable to the Access Services will be provided to the Access Seeker pursuant to its Access Request.

The Specific Terms and Conditions will supplement the General Terms and Conditions in PART D of this RAO. Where there is a conflict between terms in PART D and this PART E, terms in PART E shall prevail.

Access Service(s) Provided by U MOBILE

- E.1 Mobile Network Origination Service
- E.2 Mobile Network Termination Service
- E.3 Interconnect Link Service
- E.4 Infrastructure Sharing Service
- E.5 Network Co-Location Service
- E.6 MVNO Access

These Access Services are defined in the Access List and U MOBILE adopts the definition as used therein.

Note:

Further terms and Conditions applicable to the Access Services will be provided to the Access Seeker pursuant to its Access Request.

E.1 MOBILE NETWORK ORIGINATION SERVICES

<p>Product Description</p>	<p>(a) A Mobile Network Origination Service is an Interconnection Service for the carriage of Call Communications from an ‘A’ party to POI. The Mobile Network Origination Service supports Mobile Network-to-Mobile Network, Mobile Network-to-Fixed Network and Mobile Network-to-international outgoing calls insofar as they relate to Freephone 1800 number services, toll free 1300 number services, and other similar services which require Any-to-Any Connectivity.</p> <p>(b) The functionalities of the Mobile Network Origination Service include:</p> <ul style="list-style-type: none"> (i) Transmission and switching, whether packet or circuit; and (ii) The signalling required to support the Interconnection Service. <p>(c) Examples of technologies used in the Mobile Network Origination Service would be:</p> <ul style="list-style-type: none"> (i) Global System for Mobile Communications (“GSM”); (ii) Worldwide Interoperability for Microwave Access (“WiMAX”); (iii) Long-Term Evolution (“LTE”); (iv) International Mobile Telecommunications Advanced (“IMT-Advanced” or “LTE-Advanced”); (v) 5G New Radio (“5G”); and (vi) Any other mobile technology which is currently available or which may be developed in future that involves the carriage of Call Communications (excluding Short Message Service and Multimedia Message Service Message Communications).
<p>Forecast</p>	<p>The following terms and conditions on Forecast shall apply:</p> <ul style="list-style-type: none"> (a) The maximum period of time covered by Forecasts regarding Origination Services is one (1) year; (b) The minimum intervals or units of time to be used in Forecasts regarding Origination Services is six (6) months; and (c) The maximum frequency to update or to make further Forecasts regarding Origination Services is six (6) months
<p>Acknowledgement of receipt</p>	<p>U MOBILE shall acknowledge receipt of each Order for an Origination Service within one (1) Business Day.</p>
<p>Time for acceptance</p>	<p>Subject to any shorter timeframe required under subsection 5.7.12 of MSA, U MOBILE must notify an Access Seeker that an Order for an Origination Service is accepted or rejected within ten (10) Business Days after:</p> <ul style="list-style-type: none"> (a) Issuing the Notice of Receipt in respect of the Order, where U MOBILE did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of MSA; or

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	(b) Providing the Access Seeker with the result of post-Order Service Qualification under 5.7.9 of MSA, where U MOBILE has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of MSA.
Indicative delivery time	For the purpose of paragraph 5.7.13(a) of MSA, the indicative delivery timeframe for Origination Services is twenty (20) Business Days. For clarification, the indicative delivery timeframe commences from the Notice of Acceptance or Confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of MSA.
Billing cycle	For the purposes of subsection 5.11.3 of MSA, between the operators, the billing cycle for Origination Services will be monthly.
Non-discrimination	U MOBILE shall perform network conditioning on an equivalent basis to which U MOBILE performs for itself.
Commencement of Network Conditioning	U MOBILE will commence Network Conditioning for a Facility and/or Service which requires U MOBILE to conduct such Network Conditioning immediately following the acknowledgement of receipt of an Order from an Access Seeker and agreement by U MOBILE and the Access Seeker and agreement by U MOBILE and Access Seeker in relation to the following matters, to the extent relevant: <ul style="list-style-type: none"> (a) geographical coverage; (b) number information (i.e. length and code allocation); (c) origins from or destinations to which access is required; (d) network routes (including which Operator is responsible for the provisioning of the interconnection links); and (e) handover arrangements and relevant Points of Interface.
Terms and Conditions	<ol style="list-style-type: none"> 1. The Access Seeker and Access Provider shall for each Call Communications convey the CLI. 2. The Parties agree that all Call Communications types described shall be agreed between the Parties to be handed over either on a Near End Handover or Far End Handover basis. 3. Each Operator must ensure that the carriage of Call Communications by it conforms to the QOS Standards for the carriage of Call Communications in respect of which the Operator has control. 4. A Call Communication made to or from a mobile terminal in Malaysia who is roaming from its base network in a foreign country on the network of an Operator in Malaysia ("Visited Network") will, as between the Operators, be treated: <ul style="list-style-type: none"> (a) where the Call Communication is made from the mobile terminal, in all respect as if it was from a Mobile Number from which the

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	<p>Visited Network is the Network on which the Call Communication is originated; and</p> <p>(b) Where the Call Communication is made to the mobile terminal, in all respect as if it was to a Mobile Number from which the Visited Network is the Network which terminating access is provided.</p> <p>5. In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number or Mobile Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Access Charges. Any Access Charges incurred in forwarding the call from the original 'B' party number to another Fixed Number or Mobile Number or to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected. For the avoidance of doubt, the international call forwarding shall be prohibited.</p> <p>6. The Operators are to comply with the obligations, operations and procedures in relation to the Mobile Numbers determined by the Number Plan promulgated by the Commission.</p> <p>7. The Access Seeker shall be responsible for Customer billing, collection and bad debts in respect of the provision of Communication Services to its Customers by the Access Seeker using the Mobile Network Origination Service.</p>												
Charges and Charging Principles	<p>1. Mobile Network Origination Service will be subject to the charges listed in Table A below for the carriage of voice Call Communications only. For the purpose of clarifications, all other services not listed in Table A are to be provided at negotiated charges.</p> <p><u>Table A</u></p> <table border="1" data-bbox="459 1384 1409 1541"> <tr> <th colspan="4" style="background-color: #FFD700;">sen per minute, 24 hour weighted average <i>(Subject to the Determination on Mandatory Standard on Access Pricing 2023)</i></th> </tr> <tr> <th>Type of Charge</th> <th>2023</th> <th>2024</th> <th>2025</th> </tr> <tr> <td>National</td> <td>0.68</td> <td>0.38</td> <td>0.07</td> </tr> </table>	sen per minute, 24 hour weighted average <i>(Subject to the Determination on Mandatory Standard on Access Pricing 2023)</i>				Type of Charge	2023	2024	2025	National	0.68	0.38	0.07
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Type of Charge	2023	2024	2025										
National	0.68	0.38	0.07										

E.2 MOBILE NETWORK TERMINATION SERVICES

<p>Product Description</p>	<p>(a) A Mobile Network Termination Service is an Interconnection Service for the carriage of Call Communications from an ‘A’ party to POI. The Mobile Network Termination Service supports Mobile Network-to-Mobile Network, Mobile Network-to-Fixed Network and Mobile Network-to-international outgoing calls insofar as they relate to Freephone 1800 number services, toll free 1300 number services, and other similar services which require Any-to-Any Connectivity.</p> <p>(b) The functionalities of the Mobile Network Termination Service include:</p> <ul style="list-style-type: none"> (i) Transmission and switching, whether packet or circuit; and (ii) The signalling required to support the Interconnection Service. <p>(c) Examples of technologies used in the Mobile Network Termination Service would be:</p> <ul style="list-style-type: none"> (i) GSM; (ii) WiMAX; (iii) LTE; (iv) IMT-Advanced or LTE-Advanced; (v) 5G; and (vi) any other mobile technology which is currently available or which may be developed in future that involves the carriage of Call Communications.
<p>Forecast</p>	<p>For the purposes of subsection 5.6.6 of MSA U MOBILE shall only request Forecasts where:</p> <ul style="list-style-type: none"> (a) The maximum period of time covered by Forecasts regarding Termination Services is one (1) year; (b) The minimum intervals or units of time to be used in Forecasts regarding Origination Services is six (6) months; and (c) The maximum frequency to update or to make further Forecasts regarding Termination Services is six (6) months
<p>Acknowledgement of receipt</p>	<p>U MOBILE shall acknowledge receipt of each Order for a Termination Service within one (1) Business Day.</p>
<p>Time for acceptance</p>	<p>Subject to any shorter timeframe required under subsection 5.7.12 of MSA, U MOBILE must notify an Access Seeker that an Order for a Termination Service is accepted or rejected within ten (10) Business Days after:</p>

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	<p>(a) Issuing the Notice of Receipt in respect of the Order, where U MOBILE did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of MSA; or</p> <p>(b) Providing the Access Seeker with the result of post-Order Service Qualification under 5.7.9 of MSA, where U MOBILE has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of MSA.</p>
Indicative delivery time	For the purpose of paragraph 5.7.13(a)i of MSA, the indicative delivery timeframe for Termination Services is twenty (20) Business Days. For clarification, the indicative delivery timeframe commences from the Notice of Acceptance or Confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of MSA.
Billing cycle	For the purposes of subsection 5.11.3 of MSA, between the operators, the billing cycle for Termination Services will be monthly.
Non-discrimination	U MOBILE shall perform network conditioning on an equivalent basis to which U MOBILE performs for itself.
Commencement of Network Conditioning	<p>U MOBILE will commence Network Conditioning for a Facility and/or Service which requires U MOBILE to conduct such Network Conditioning immediately following the acknowledgement of receipt of an Order from an Access Seeker and agreement by U MOBILE and the Access Seeker and agreement by U MOBILE and Access Seeker in relation to the following matters, to the extent relevant:</p> <p>(a) geographical coverage;</p> <p>(b) number information (i.e. length and code allocation);</p> <p>(c) origins from or destinations to which access is required;</p> <p>(d) network routes (including which Operator is responsible for the provisioning of the interconnection links); and</p> <p>(e) handover arrangements and relevant Points of Interface.</p>
Terms and Conditions	<ol style="list-style-type: none"> 1. The Access Seeker and Access Provider shall for each Call Communications convey the CLI. 2. The Parties agree that all Call Communications types described shall be agreed between the Parties to be handed over either on a Near End Handover or Far End Handover basis. 3. Each Operator must ensure that the carriage of Call Communications by it conforms to the QOS Standards for the carriage of Call Communications in respect of which the Operator has control. 4. A Call Communication made to or from a mobile terminal in Malaysia who is roaming from its base network in a foreign country on the network of an

	<p>Operator in Malaysia (“Visited Network”) will, as between the Operators, be treated:</p> <p>(a) where the Call Communication is made from the mobile terminal, in all respect as if it was from a Mobile Number from which the Visited Network is the Network on which the Call Communication is originated; and</p> <p>(b) Where the Call Communication is made to the mobile terminal, in all respect as if it was to a Mobile Number from which the Visited Network is the Network which terminating access is provided.</p> <p>5. In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number or Mobile Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Access Charges. Any Access Charges incurred in forwarding the call from the original 'B' party number to another Fixed Number or Mobile Number or to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected. For the avoidance of doubt, the international call forwarding shall be prohibited.</p> <p>6. The Operators are to comply with the obligations, operations and procedures in relation to the Mobile Numbers determined by the Number Plan promulgated by the Commission.</p> <p>7. The Access Seeker shall be responsible for Customer billing, collection and bad debts in respect of the provision of Communication Services to its Customers by the Access Seeker using the Mobile Network Origination Service.</p>												
<p>Charges and Charging Principles</p>	<p>1. Mobile Network Termination Service will be subject to the charges listed in Table B below for the carriage of voice Call Communications only. For the purpose of clarifications, all other services not listed in Table B are to be provided at negotiated charges.</p> <p><u>Table B</u></p> <table border="1" data-bbox="486 1563 1436 1720"> <tr> <th colspan="4" style="background-color: #FFD700;">sen per minute, 24 hour weighted average (Subject to the Determination on Mandatory Standard on Access Pricing 2023)</th> </tr> <tr> <th>Type of Charge</th> <th>2023</th> <th>2024</th> <th>2025</th> </tr> <tr> <td>National</td> <td>0.68</td> <td>0.38</td> <td>0.07</td> </tr> </table>	sen per minute, 24 hour weighted average (Subject to the Determination on Mandatory Standard on Access Pricing 2023)				Type of Charge	2023	2024	2025	National	0.68	0.38	0.07
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E.3 INTERCONNECT LINK SERVICE

<p>Description (per Access List)</p>	<p>(a) An Interconnect Link Service is a Facility and/or Service which enables the connection between the network of an Access Provider and the network of an Access Seeker for the purpose of providing an Interconnection Service, including but not limited to:</p> <ul style="list-style-type: none"> (i) the interconnection of the IP-based network of an Access Provider to the IP-based network of an Access Seeker; and (ii) the interconnection of the Signalling System Number Seven ("SST") network of an Access Provider to the SS7 network of an Access Seeker at the signal transfer points. <p>(b) Interconnection of the kind described in subparagraph (5)(a)(i) above includes the provision of bandwidth at the following increments:</p> <ul style="list-style-type: none"> (i) 1 Gbps; (ii) 10 Gbps; and (iii) any other amount or increment of bandwidth agreed between the Access Provider and the Access Seeker.
<p>Forecast</p>	<p>For the purposes of subsection 5.6.6 of MSA Access Provider shall only request Forecasts where:</p> <ul style="list-style-type: none"> (a) The maximum period of time covered by Forecasts regarding Interconnect Link Service is three (3) years; (b) The minimum intervals or units of time to be used in Forecasts regarding Interconnect Link Service is one (1) year; and (c) The maximum frequency to update or to make further Forecasts regarding Interconnect Link Service is once a year.
<p>Acknowledgement of receipt</p>	<p>Access Provider shall acknowledge receipt of each Order for an Interconnect Link Service within two (2) Business Days.</p>
<p>Time for acceptance or rejection</p>	<p>Subject to any shorter timeframe required under subsection 5.7.12 of MSA, an Access Provider must notify an Access Seeker that an Order for an Interconnect Link Service is accepted or rejected within fifteen (15) Business Days after:</p> <ul style="list-style-type: none"> (a) Issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of MSA; or (b) Providing the Access Seeker with the result of post-Order Service Qualification under 5.7.9 of this MSA, where the Access Provider has

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	undertaken post- Order Service Qualification for that Order under subsection 5.7.8 of MSA.
Indicative delivery time	<p>For the purposes of paragraph 5.7.13(a) I of MSA, the indicative delivery timeframe for interconnect Link Service is:</p> <p>(a) Twenty (20) Business Days if the Interconnect Link Service is requested at an existing POI between the Access Provider and the Access Seeker; or</p> <p>(b) Four (4) months if the Interconnect Link Service is a requested at a new POI between the Access Provider and the Access Seeker.</p> <p>For clarification, the activation of timeframe commences form the Notice of Acceptance or Confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of MSA.</p>
Billing cycle	For the purpose of subsection 5.11.3 of MSA, between the Operators, the Billing Cycle for Interconnect Link Service will be quarterly.
Terms and Conditions	<ol style="list-style-type: none"> 1. U MOBILE shall not be obliged to provide to the Access Seeker Interconnect Link Service unless the Access Seeker has first applied and subscribed to: <ol style="list-style-type: none"> i. Mobile Network Origination Service; and/or ii. Mobile Network Termination Service. 2. U MOBILE will provide: <ol style="list-style-type: none"> i. SS7 to the Access Seeker at all existing POI switches subject to availability of resources such as signalling terminal, digital trunk interface and current call processor loading at all existing POIs; and ii. a minimum of two (2) signalling links from different circuit (E1) for diversity; and iii. a minimum of two (2) circuit measured in 2Mb/s (E1) between the operators' POI/POP 3. In providing the SS7, U MOBILE shall adopt associated signalling method where the signalling messages are transferred over to the transmission links that directly connect the relevant signalling points. 4. Each Operator shall ensure that: <ol style="list-style-type: none"> i. its Facilities provided at each POI/POP conform to the QOS Standards and Technical Specifications; and ii. the network signalling standards and interworking procedures to be used conform to the current practices so long as it did not deviate from the standard recommendation of ITU-T.

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	<p>5. The Access Seeker shall follow the standard and specification that has been agreed by both Operators, so long as it did not deviate from the standard recommendation of ITU-T.</p>																				
<p>Charges and Charging Principles</p>	<p>1. Interconnect Link Services supplied by U MOBILE shall, only to the extent necessary, be subjected to the charges listed in Table C below.</p> <p>2. For the purpose of clarifications, all other Interconnect Link Services not listed in Table C are to be provided at negotiated charges.</p> <p><u>Table C</u></p> <table border="1" data-bbox="544 600 1417 869"> <thead> <tr> <th colspan="4" style="background-color: #FFD700;">Ringgit Malaysia per month (Subject to the Determination on Mandatory Standard on Access Pricing 2023)</th> </tr> <tr> <th></th> <th>2023</th> <th>2024</th> <th>2025</th> </tr> </thead> <tbody> <tr> <td>For each pair of cable:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Link Employing a fibre cable (per km)</td> <td align="center">52.60</td> <td align="center">49.90</td> <td align="center">47.40</td> </tr> <tr> <td>Installation (non-recurring charge)</td> <td align="center">2,327</td> <td align="center">2,397</td> <td align="center">2,469</td> </tr> </tbody> </table>	Ringgit Malaysia per month (Subject to the Determination on Mandatory Standard on Access Pricing 2023)					2023	2024	2025	For each pair of cable:				Link Employing a fibre cable (per km)	52.60	49.90	47.40	Installation (non-recurring charge)	2,327	2,397	2,469
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U MOBILE List of POIs	U MOBILE List of POI & POPs			
	Region	Closed Number Area	Home Area	U MOBILE POI/POP
	Central (POI)	03	Central	Subang Hi-Tech Industrial Park, Shah Alam & Kepong
	Northern (POP)	04 05	Northern	Seberang Jaya
	Southern (POP)	06 07	Southern	J.Bahru
	Sarawak (POP)	082/3/4/5/6	Sarawak	Kuching

E.4 INFRASTRUCTURE SHARING SERVICE

<p>Product Description</p>	<p>(a) Infrastructure Sharing is a Facility and/or Service which comprises the following:</p> <ul style="list-style-type: none"> (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; or (ii) Provision of access to in-building Common Antenna Systems and physical access to central equipment room. <p>(b) Specified network facilities include:</p> <ul style="list-style-type: none"> (i) towers and Associated Tower Sites; and (ii) any other facility that supports, or has the capability to support, the installation of mobile or fixed network equipment in, along, or in close proximity to: <ul style="list-style-type: none"> (A) a street; (B) a road; (C) a path; (D) a railway corridor; (E) a park; or (F) such other outdoor area that may be accessed by members of the public, including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries <p>(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.</p> <p>(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.</p>
<p>Forecast</p>	<p>For the purposes of subsection 5.6.6 of MSA U MOBILE shall only request Forecasts where:</p> <ul style="list-style-type: none"> (a) The maximum period of time covered by Forecasts regarding Infrastructure Sharing is one (1) year; (b) The minimum intervals or units of time to be used in Forecasts regarding Infrastructure Sharing is one (1) year; and (c) The maximum frequency to update or to make further Forecasts regarding Infrastructure Sharing is once a year
<p>Acknowledgement of receipt</p>	<p>U MOBILE shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Day.</p>

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Time for acceptance	<p>Subject to any shorter timeframe required under subsection 5.7.12 of MSA, U MOBILE must notify an Access Seeker that an Order for an Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:</p> <p>(a) Issuing the Notice of Receipt in respect of the Order, where U MOBILE did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of MSA; or</p> <p>(b) Providing the Access Seeker with the result of post-Order Service Qualification under 5.7.9 of MSA, where U MOBILE has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of MSA.</p>
Indicative delivery time	<p>For the purpose of paragraph 5.7.13(a)j of MSA, the indicative delivery timeframe for Infrastructure Sharing is forty (40) Business Days. For clarification, the indicative delivery timeframe commences from Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of MSA.</p>
Billing cycle	<p>For the purposes of subsection 5.11.3 of MSA, between the operators, the billing cycle for Infrastructure Sharing will be one (1) year in advance for the first year and quarterly in advance for subsequent years.</p>
Terms and Conditions	<ol style="list-style-type: none"> 1. U MOBILE shall only provide Infrastructure Sharing service where there is spare capacity at the relevant Approved Towers and Associated Tower Sites, and any new installation by the Access Seeker will not exceed the structural loading of the Approved Towers. 2. The right of an Access Seeker to acquire Infrastructure Sharing Services shall be pursuant to Infrastructure Licences granted to the Access Seeker and such licences shall be on terms and conditions of the Access Agreement and shall not be used for installation, operation and maintenance of Equipment as a Collection Point. The Access Seeker's right to use the Infrastructure Licensed Site and the right of access does not entitle the Access Seeker to any proprietary interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Infrastructure Licensed Site. The Access Seeker shall not be entitled to grant any tenancy, lease, licence or other right of use or occupation save with the prior written consent of U MOBILE or as specified and to the extent specified in any Instrument. 3. A request for Infrastructure Sharing Services shall contain to the extent relevant the information and shall be further accompanied by a site preparation work plan and installation work plan and method.

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Charges and Charging Principles	<p>1. The applicable charges for Infrastructure Sharing shall commercially be negotiated and agreed between U MOBILE and Access Seeker in accordance to the Access Agreement;</p> <p>2. Infrastructure Sharing provided by U MOBILE, shall, only to the extent necessary, be subjected to the charges listed in Table E below.</p> <p>Table E</p> <table border="1"> <thead> <tr> <th>No</th> <th>Structure Type</th> <th></th> <th>RATE (Years 1-7)</th> </tr> </thead> <tbody> <tr> <td rowspan="5">1</td> <td rowspan="5">Tower 150ft</td> <td>1W</td> <td>6,426.00</td> </tr> <tr> <td>2W</td> <td>3,672.00</td> </tr> <tr> <td>3W</td> <td>2,916.00</td> </tr> <tr> <td>4W</td> <td>2,624.00</td> </tr> <tr> <td>5W</td> <td>2,362.00</td> </tr> <tr> <td rowspan="5">2</td> <td rowspan="5">Tower 200ft</td> <td>1W</td> <td>8,883.00</td> </tr> <tr> <td>2W</td> <td>5,076.00</td> </tr> <tr> <td>3W</td> <td>4,104.00</td> </tr> <tr> <td>4W</td> <td>3,694.00</td> </tr> <tr> <td>5W</td> <td>3,324.00</td> </tr> <tr> <td rowspan="5">3</td> <td rowspan="5">Tower 250ft</td> <td>1W</td> <td>9,450.00</td> </tr> <tr> <td>2W</td> <td>5,400.00</td> </tr> <tr> <td>3W</td> <td>4,320.00</td> </tr> <tr> <td>4W</td> <td>3,888.00</td> </tr> <tr> <td>5W</td> <td>3,499.00</td> </tr> </tbody> </table>	No	Structure Type		RATE (Years 1-7)	1	Tower 150ft	1W	6,426.00	2W	3,672.00	3W	2,916.00	4W	2,624.00	5W	2,362.00	2	Tower 200ft	1W	8,883.00	2W	5,076.00	3W	4,104.00	4W	3,694.00	5W	3,324.00	3	Tower 250ft	1W	9,450.00	2W	5,400.00	3W	4,320.00	4W	3,888.00	5W	3,499.00
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E.5 NETWORK CO-LOCATION SERVICE

Product Descriptions	<p>(a) The Network Co-Location Service is Facility and/or Service which comprises:</p> <ul style="list-style-type: none"> (i) Physical co-location, which refers to the provision of space at an Access Provider’s premises to enable the Access Seeker to install and maintain equipment necessary for the provision of the Access Seeker’s services through the Facilities and/or Services of any operator. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker; (ii) Virtual co-location, which refers to the provision of Facilities or Services at an Access Provider’s premises to enable the acquisition by the Access Seeker of Facilities and Services in the Access List, where equipment is owned and maintained by the Access Provider; or (iii) In-span interconnection, which is the provision of a POI at an agreed point on a physical cable linking an Access Provider’s network facilities to an Access Seeker’s network facilities. <p>(b) Network premises at which co-location is to be provided includes switching sites, submarine cable landing centres, earth stations, exchange buildings, other Customer Access Modules including roadside cabinets, any location where a main distribution frame is housed and such other network facilities locations associated with the provision of a Facility or Service in the Access List.</p>
Forecast	<p>For the purposes of subsection 5.6.6 of MSA, an Access Provider shall only request Forecasts where:</p> <ul style="list-style-type: none"> (a) The maximum period of time covered by Forecasts regarding Network Co-Location service is one (1) year; (b) The minimum intervals or units of time to be used in Forecasts regarding Network Co-Location Service is one (1) year; and (c) The maximum frequency to update or to make further Forecasts regarding Network Co-Location Service is once a year.
Acknowledgement of receipt	<p>For the purposes of subsection 5.7.5 of MSA, an Access Provider shall acknowledge receipt of each Order for a Network Co-Location Service within two (2) Business Days.</p>
Time for acceptance	<p>Subject to any shorter timeframe required under subsection 5.7.12 of MSA, an Access provider must notify an Access Seeker that an Order for a</p>

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	<p>Network Co-Location Service is accepted or rejected within ten (10) Business Days after:</p> <p>(a) Issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of MSA; or</p> <p>(b) Providing the Access Seeker with the result of post-Order Service Qualification under 5.7.9 of this MSA, where the Access Provider has undertaken post Order Service Qualification for that Order under subsection 5.7.8 of MSA.</p>
Indicative delivery time	<p>For the purposes of paragraph 5.7.13(a)i of MSA, the indicative delivery timeframe for Network Co-Location Service is twenty (20) Business Days. For clarification, the indicative delivery timeframe commences from the Notice of Acceptance or Confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of MSA.</p>
Billing cycle	<p>For the purposes of subsection 5.11.3 of MSA, between the operators, the billing cycle for Network Co-Location Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.</p>
Inspection	<p>U MOBILE will allow a selected number of employees of the Access Seeker to physically inspect the network facilities of U MOBILE, provided that the Access Seeker gives U MOBILE five (5) days prior notice of such inspection and furnishes a list of the Access Seeker's nominated employees who will attend the inspection. U MOBILE shall have the right to limit the number of persons allowed in any of its facilities and may refuse entry to any unauthorised employees of the Access Seeker from gaining entry into such facilities.</p>
Physical Access to U MOBILE's Facilities	<p>U MOBILE shall subject to the terms set out below, allow the Access Seeker's employees physical access to U MOBILE's specified facilities, and also physical control over the Access Seeker's Equipment located at such network facilities at any time or day the Access Seeker needs such access, subject always to the Access Seeker providing the names of its personnel who will have access to U MOBILE' facilities prior to such access.</p>
Escorts during Access and Site Register	<ol style="list-style-type: none"> 1. U MOBILE may at its discretion and at its costs, for security purposes, assign escorts (who may either be its own employees or third parties) to be present when the authorised employees of the Access Seeker wish to enter onto U MOBILE's facilities. 2. The Access Seeker shall at all times establish and maintain a site register to record the names of all employees who visit U MOBILE's facility. U MOBILE shall be entitled to inspect such site register upon request. U MOBILE may on its own volition maintain a site register to record the

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	<p>names of all employees of the Access Seeker who visit U MOBILE's facility.</p> <p>3. U MOBILE shall be entitled to refuse entry to any person purporting to be the Access Seekers employee if a proper site register is not maintained by the Access Seeker.</p>
Allocation of Space	<p>U MOBILE will allocate space at each location where U MOBILE has available space and wishes to allow co-location to an Access Seeker at such location. Such allocation shall be made on a non-discriminatory manner.</p>
Provision of Information	<p>The Access Seeker shall at least thirty (30) days before the anniversary of the Commencement Date provide such information about its physical space requirements over a three (3) year period, together with a reconciliation of its reservation over the previous twelve (12) months with its actual space usage. This will enable U MOBILE to satisfy the provisions of Section 6.9.20 of the MSA which requires U MOBILEs to submit information regarding its physical space availability, usage and space reservation. U MOBILE may request the Access Seeker to provide such further information and the Access Seeker shall provide such further information within five (5) Business Days of the request.</p>
Preparatory Work by the Access Seeker	<p>U MOBILE will permit an Access Seeker's employees or its authorised contractor to carry out preparatory work at U MOBILE's network facilities if such work is required for the purposes of allowing the Access Seeker to obtain access to or to co-locate at U MOBILE's network facilities. U MOBILE shall only allow such preparatory work to be carried out if it is satisfied that such employees or authorised contractors of the Access Seeker have the necessary qualifications and skills to carry the intended work.</p>
Preparatory Work by U MOBILE	<p>1. If the Parties agree that U MOBILE shall carry out the preparatory work on behalf of the Access Seeker, then U MOBILE shall undertake the preparatory work and the Access Seeker shall furnish all necessary co-operation to U MOBILE to enable U MOBILE to complete the preparatory work and U MOBILE shall be entitled to the costs reasonable incurred in carrying out the preparatory work based on an estimate given to the Access Seeker.</p> <p>2. If U MOBILE undertakes preparatory work for the Access Seeker based on a previous estimate, and if U MOBILE is of the opinion that the estimated Charges may be exceeded, U MOBILE will give a written notice to the Access Seeker providing a revision of the estimated Charges. The Access Seeker may within five (5) Business Days from receipt of the revised estimate, withdraw the request that U MOBILE carry out the preparatory work without penalty if the revised estimate exceeds the previous estimate by more than ten percent (10%). The</p>

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	<p>Access Seeker will be liable to compensate U MOBILE if it withdraws the Access Request in all other circumstances.</p> <p>3. If the Access Seeker does not respond within the time limited for withdrawing the request for preparatory work, then the revised estimate shall be deemed to be agreed by the Access Seeker and U MOBILE shall continue with the preparatory work based on the revised estimate.</p>
Delays in Preparatory Work	<p>If there is likely to be a delay on the part of U MOBILE in carrying out the preparatory work within the agreed time frame, U MOBILE will promptly notify the Access Seeker of such delay and the reasons thereof. If the delay exceeds ten (10) days, the Access Seeker shall have a right to cancel the preparatory work being undertaken by U MOBILE without penalty.</p>
Utilities and Ancillary Services	<p>If U MOBILE has permitted access or physical co-location at a U MOBILE location or network facilities, U MOBILE will, subject to the Parties reaching a prior agreement as to applicable cost, make available the under mentioned utilities and ancillary services where such utilities and ancillary services are within the control of U MOBILE and U MOBILE has capacity to provide:</p> <ul style="list-style-type: none"> (a) access to roads (b) access to land (c) power, including the provision of backup power (d) environmental services such as ventilation, air conditioning, fire protection (e) security services (f) site maintenance. <p>For clarity purposes, the above will be subject to separate terms and conditions of each Tenancy Agreement applicable between U MOBILE and the respective Landlords.</p>
Marking of Access Seekers Equipment	<p>The Access Seeker shall mark or label its Equipment which is co-located with U MOBILE's Equipment in such a manner that the Equipment is easily identified as belonging to the Access Seeker.</p>
Access for Maintenance	<p>U MOBILE will allow reasonable access to the Access Seeker's personnel for the purposes of maintaining the Access Seeker's Equipment PROVIDED THAT the Access Seeker first notifies U MOBILE of the names of its personnel who will require access to carry out such maintenance, and U MOBILE has approved access to those facilities or location by the Access Seeker's personnel.</p>
Extensions of Network Facilities	<p>1. U MOBILE may, subject to technical feasibility and at the Access Seeker's own costs, reasonably permit the Access Seeker to extend U MOBILE's</p>

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	<p>network facilities as may be reasonably required to meet the Access Seekers requirements.</p> <ol style="list-style-type: none"> 2. If the Access Seeker intends to extend U MOBILE’s network facilities, the Access Seeker must first submit a proposal to U MOBILE setting out the purpose of such extension, the design of such extension and the impact such extensions may have on U MOBILE’s network. 3. Within thirty (30) days from receipt of the proposal by U MOBILE, U MOBILE will evaluate and determine whether to agree to such extension or not. The decision of U MOBILE is final and the Access Seeker agrees that such decision shall be binding on the Access Seeker. 4. If U MOBILE agrees with the proposal, then U MOBILE shall advise the Access Seeker of its decision. The Access Seeker shall be responsible for obtaining all permits and approvals required by law if it is to undertake the extension work, and indemnify and keep U MOBILE indemnified against all losses, costs, fines, damages, expenses and claims which may arise by virtue of the Access Seeker undertaking the extension work
<p>Terms and Conditions</p>	<ol style="list-style-type: none"> 1. U MOBILE shall not be obliged to provide to the Access Seeker Network Co-Location at the designated sites (“Designated Sites”) unless U MOBILE: <ol style="list-style-type: none"> (a) Is the legal owner of the Designated Site; or (b) Has exclusive rights of use of the Designated Sites pursuant to a lease or tenancy agreement and has been granted the requisite approval by the owner or landlord of Designated Sites to permit the Access Seeker to use space for physical co-location 2. The Access Seeker shall only use the Co-Located Space for the sole purpose of providing Communication Services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint by the owner or any of the other access seekers in the U MOBILE’s Designated Site or any other buildings adjoining the Designated Site. 3. The Access Seeker’s right to use the Co-Located Space and the right of access does not entitle the Access Seeker to any proprietary rights or interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Designated Site. 4. Where the Designated Site is owned or controlled by a third party (“Site Owner”) and U MOBILE’s use of the Designated Site is pursuant to a tenancy or lease, U MOBILE shall be under no obligation to seek any renewal of the term of the tenancy or lease. The Access Seeker agrees that it shall not seek a tenancy or lease to the Designated Sites from the

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	<p>Site Owner unless the U MOBILE signifies in writing that it is no longer interested in the use of the Designated Sites.</p>						
<p>Charges and Charging Principles</p>	<ol style="list-style-type: none"> 1. The applicable charges for Network Co-Location Service supplied by U MOBILE shall, only to the extent necessary, be subjected to the Charges listed in Table F below. 2. For the purpose of clarifications, all other Network Co-Location Services not listed in Table F are to be provided at negotiated charges. <p><u>Table F</u></p> <p>The prices below for Network Co-Location Service shall be applied for physical co-location for space, environmental services (heat, light, ventilation and air-conditioning), security and maintenance.</p> <table border="1" data-bbox="624 770 1300 898"> <thead> <tr style="background-color: #FFD700;"> <th colspan="2" style="text-align: center;">Ringgit Malaysia per square metre per year</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Physical Co-Location:</td> <td style="text-align: center;">233.00</td> </tr> <tr> <td style="text-align: left;">Space (including services)</td> <td></td> </tr> </tbody> </table>	Ringgit Malaysia per square metre per year		Physical Co-Location:	233.00	Space (including services)	
Ringgit Malaysia per square metre per year							
Physical Co-Location:	233.00						
Space (including services)							

E.6 MVNO ACCESS SERVICE

<p>Product Description</p>	<p>(a) MVNO access is a Facility and/or Service for access to the Mobile Network used by the Access Provider to provide public cellular services to the public, for the purpose of the Access Seeker providing public cellular services to the public.</p> <p>(b) MVNO Access may include access to the Facilities and Services used by the Access Seeker to provide:</p> <ul style="list-style-type: none"> (i) One or more of voice, data and application services, as selected by the Access Seeker; and (ii) services over networks including GSM, WiMAX, LTE, IMT-Advanced or LTE-Advanced, 5G New Radio or 5G and any other mobile networks which are currently available or which may be developed in future. <p>(c) Examples of Facilities and Services to which the Access Seeker may request access includes but is not limited to the Access Provider's:</p> <ul style="list-style-type: none"> (i) radio network; (ii) Serving GPRS Support Node (SGSN) and Gateway GPRS Support Node (GGSN); (iii) Home Location Register (HLR); (iv) value-added service platforms (such as its Short Message Service Centre (SMSC), Multimedia Service Centre (MSC) and voicemail server); (v) Subscriber Identity Module (SIM) provisioning and configuration; (vi) customer billing; and (vii) customer relationship management.
<p>Forecast</p>	<p>For the purposes of subsection 5.6.6 of MSA, an Access Provider may determine the Forecasts which it requires from an Access Seeker to provide MVNO Access including with regard to:</p> <ul style="list-style-type: none"> (a) The network components, Facilities and/or Services to be supplied as part of MVNO Access; (b) The maximum periods covered by the Forecasts; (c) The minimum intervals or units of time used in Forecasts; and (d) The maximum frequency of the Forecasts or updates to the Forecasts.

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Acknowledgement of receipt	Subject to any shorter timeframe required under subsection 5.7.5 of MSA, an Access Provider shall acknowledge receipt of each Order for MVNO Access within two (2) Business Days.
Time for acceptance or rejection	<p>Subject to any shorter timeframe required under subsection 5.7.12 of MSA, an Access provider must notify an Access Seeker that an Order for a MVNO Access is accepted or rejected within ten (10) Business Days after:</p> <p>(a) Issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of MSA; or</p> <p>(b) Providing the Access Seeker with the result of post-Order Service Qualification under 5.7.9 of this MSA, where the Access Provider has undertaken post- Order Service Qualification for that Order under subsection 5.7.8 of MSA.</p>
Indicative delivery time	For the purpose of paragraph 5.7.13(a)i of MSA, the indicative delivery timeframe for MVNO Access is forty (40) Business Days. For clarification, the indicative delivery timeframe commences form the Notice of Acceptance or Confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of MSA.
Billing cycle	For the purposes of subsection 5.11.3 of MSA, between the operators, the billing cycle for MVNO Access will be monthly.
Terms and Conditions	<p>1. An Access Seeker for the MVNO access shall:</p> <p>(i) Be a licensee as defined in the Act and makes a written request for MVNO access services including its proposal to develop and launch a business retailing telecommunications services and products as a MVNO;</p> <p>(ii) Not a holder of a mobile cellular systems or International Mobile Telecommunications (IMT) systems spectrum assignment or an apparatus assignment under Chapter 1 of Part VII of the CMA; and</p> <p>(iii) Have a dedicated mobile numbering range and relevant short codes for the purpose of providing MVNO services to its Customers. If the MVNO has not been allocated with its own mobile numbering range and short codes from MCMC after signing the Access Agreement, U MOBILE will use its best endeavour to request new mobile numbering range from MCMC. This does not, however, impose any obligation on U MOBILE to provide the mobile numbers from its own numbering range nor obtain any new mobile numbering range from MCMC. U MOBILE shall not be held liable for its inability to provide such mobile numbers or obtain new mobile numbering range from MCMC. Failure to launch MVNO</p>

	<p>Services due to unavailability of mobile numbering range shall not be deemed as a matter of dispute.</p> <ol style="list-style-type: none"> 2. The Access Seeker must comply with all reasonable notices or directions directly relating to U MOBILE Services as U MOBILE may issue from time to time; 3. The Access Seeker must report immediately to U MOBILE the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to U MOBILE Services and/or its use. 4. The Access Seeker shall submit their relevant forecasted information that U MOBILE may require in order to provide access to Facilities or Services requested by the Access Seeker. 5. Both Access Seeker and U MOBILE must review and agree on the forecasted information of which the Access Seeker must at all time strictly follow and adhere to it. 6. Access Seeker shall be responsible for developing marketing campaigns including concept, advertisements, production and media planning and deployment, as well as incurring the cost of each of these activities. 7. Access Seeker may use U MOBILE name (not Brand) in written text on its communication. If Access Seeker requires U MOBILE name in written text or U MOBILE's Brand for use in websites, marketing or sales documentation, Access Seeker shall seek U MOBILE's prior written approval which shall not be unreasonably withheld or delayed. 8. In the event the Access Seeker wish to stop their business operation which will result in termination of the services provided to their subscribers, the Access Seeker shall provide at least three (3) months notices to U MOBILE and Chairman of MCMC. 9. Access Seeker is required to make announcement on the cessation of its MVNO service to the Customers in the newspaper for at least 3 consecutive days and by sending SMS notification to all of its Customers. 10. The Access Seeker shall handover its remaining subscribers including their database and the HLR information, where applicable, to U MOBILE within that three (3) months notices period to enable U MOBILE to continue to provide the service to the remaining Customers after the termination date. U MOBILE is not obligated to compensate or remunerate the Access Seeker for the Customers transferred. For clarity, the transferred Customers will continue to enjoy the mobile services at any of U MOBILE prevailing package. 11. The Access Seeker and U MOBILE shall be responsible for service continuity to the Customers and shall discuss in good faith, the
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	<p>process in handling the Customers during the period between notice period and termination date.</p> <p>12. The requirements under item 16 to 19 above shall not apply in the circumstances where the Access Seeker terminates its access with U MOBILE in order to acquire access from another Access Provider.</p> <p>13. The access to U MOBILE Network is subject to Access Seeker agreement to use U MOBILE Infrastructure or U MOBILE's appointed vendors and/or agents to enable the MVNO service via their Mobile Virtual Network Enabler ("MVNE") platform.</p> <p>14. Despite the above, the Access Seeker can still submit their technical proposal document which consists of sufficient level of information that enables U MOBILE to carry out assessment for the requested MVNO access.</p>																					
<p>Charges and Charging Principles</p>	<p>1. The applicable charges for the MVNO access shall be commercially negotiated and agreed between the Access Seeker and U MOBILE and shall be dependent on certain key principles but not limited to the list below:</p> <ul style="list-style-type: none"> a) type and model of the MVNO access; b) complexity of Access Seeker's service offerings; c) Access Seeker and U MOBILE roles and responsibilities and level of involvement of each party; d) Facilities and Services required from U MOBILE and its vendors/agents; and e) forecasted subscribers and traffic volume <table border="1" data-bbox="587 1227 1393 1906" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #FFD700;">Main Services</th> <th style="background-color: #FFD700;">Unit Charging</th> <th style="background-color: #FFD700;">Rate (RM)</th> </tr> </thead> <tbody> <tr> <td>Domestic Voice Originating to On Net Numbers</td> <td>Per minute</td> <td>Up to 0.11</td> </tr> <tr> <td>Domestic Voice Originating to West Malaysia Off Net (Fixed & Mobile) Numbers</td> <td>Per minute</td> <td>Up to 0.13</td> </tr> <tr> <td>Domestic Voice Originating to East Malaysia Off Net (Fixed & Mobile) Numbers</td> <td>Per minute</td> <td>Up to 0.20</td> </tr> <tr> <td>Domestic SMS Originating to On Net Numbers</td> <td>Per message</td> <td>Up to 0.03</td> </tr> <tr> <td>Domestic SMS Originating to Off Net</td> <td>Per message</td> <td>Up to 0.065</td> </tr> <tr> <td>*Data</td> <td>Per GB</td> <td>Up to RM39</td> </tr> </tbody> </table> <p>Note:</p>	Main Services	Unit Charging	Rate (RM)	Domestic Voice Originating to On Net Numbers	Per minute	Up to 0.11	Domestic Voice Originating to West Malaysia Off Net (Fixed & Mobile) Numbers	Per minute	Up to 0.13	Domestic Voice Originating to East Malaysia Off Net (Fixed & Mobile) Numbers	Per minute	Up to 0.20	Domestic SMS Originating to On Net Numbers	Per message	Up to 0.03	Domestic SMS Originating to Off Net	Per message	Up to 0.065	*Data	Per GB	Up to RM39
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	<p>*Data services: The rate is depending on network and speed Other services and charges: The rate will be negotiated and mutually agreed during commercial negotiation</p>
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Part F – Schedules

This part sets out the various Schedules which will be attached to the Access Agreement:

Index

- Schedule F.1 - Dispute Resolution Procedure
- Schedule F.2 - Definitions and Construction
- Schedule F.3 - Fault Rectification Response Times
- Schedule F.4 - Quality of Service Levels
- Schedule F.5 - Additional Terms & Conditions of Access
- Schedule F.6 - U MOBILE Confidentiality Agreement

Schedule F.1 – Dispute Resolution Procedure

The following Schedule sets out the procedure which applies in respect of any dispute or difference between an Access Seeker and U MOBILE arising in relation to the Access Agreement.

1. **General**

1.1 For the purposes of the procedures set out in this Schedule and unless U MOBILE and the Access Seeker expressly agree otherwise, a “dispute” is any disagreement or difference relating to, arising out of or in connection with the Access Agreement.

1.2 Subject to subsection 1.4 below, U MOBILE and an Access Seeker will adopt and comply with this Dispute Resolution Procedure in relation to any dispute which may arise in respect of or in connection with the supply of network services, network facilities and any other facilities or Services to which the Access Agreement applies (“Access Agreement Disputes”).

1.3 All Access Agreement Disputes arising between the parties under the Access Agreement will be dealt with as follows:

- a) Inter-party working group (I-PWG). Resolution of any dispute between the parties will first be attempted through negotiation between the parties by means of an inter-party working group as defined in and which will be set up pursuant to section 2 of this Schedule.
- b) Interconnect Steering Group (ISG). In the event the parties cannot resolve the dispute within the time provided in section 2, or after any extension of time has expired, then either party may refer the issue to the Interconnect Steering Group (“ISG”) in accordance with section 3.
- c) Technical Expert or Commission. If the ISG does not resolve a dispute within the time specified in section 3, either party may:
 - i. refer any technical dispute to a Technical Expert in accordance with section 4 of this Schedule; or
 - ii. refer the dispute to the Commission under section 151 of the CMA for final resolution.
- d) Where a dispute is referred to the Commission pursuant to section 151 of the CMA, the Commission will decide the dispute if it is satisfied that the:
 - i. parties cannot reach agreement, or will not reach an agreement in a reasonable time;

- ii. notification of the dispute is not trivial, frivolous or vexation; and
 - iii. resolution of the dispute would promote the objects in the CMA.

- 1.4 U MOBILE will not prevent the Access Seeker from referring a dispute to the Commission in accordance with the CMA.

- 1.5 **Court Proceedings.** Until expiry of these Dispute Resolution Procedures, an Operator may not commence court proceedings relating to that dispute, other than an application for urgent interlocutory relief. Nothing in this section will be construed as ousting the jurisdiction of any court.

- 1.6 **Representatives.** Either party will ensure that its representative acting in relation to a dispute are of sufficient seniority and are authorised to settle an Access Dispute on its behalf.
 - 1.6.1 At the commencement of the Dispute Resolution Procedure, each party must notify the other party of the scope of the authority of each of their representatives.
 - 1.6.2 If in the course of the Dispute Resolution Procedure it is identified that the matters for resolution are outside the initial term of reference for which authority was given to a representative, a party may require that those matters be referred to more senior officers of that party with the authority to settle those matters.

- 1.7 During a dispute and any Dispute Resolution process invoked in accordance with this Schedule, U MOBILE and the Access Seeker must continue to fulfil their respective obligations under the Access Agreement unless the fulfilment of those obligations will affect the outcome of the dispute.

- 1.8 A party is prohibited from using all information obtained as a result of the Dispute Resolution process for any purpose other than to resolve the dispute.

- 1.9 Subject to Chapter 7 of Part V of the CMA, an arbitrator appointed under this Dispute Resolution Procedure (including a Technical Expert or the Commission) may decide not to determine the dispute if the arbitrator considers the dispute trivial, frivolous or vexatious, or if there is insufficient evidence to determine the dispute. In such a case, the arbitrator will, within five (5) Business Days of receiving the reference to arbitration inform the parties in writing, of his decision. The parties will thereafter be entitled to pursue their dispute by litigation.

1.10 Where the arbitrator decides to determine the dispute, the costs of the arbitration will be shared equally between the parties. If the arbitrator decides not to determine the dispute, the party that initiated the dispute must pay the other party's costs.

2. **Inter-party Working Group**

2.1 U MOBILE and the Access Seeker will first attempt to resolve an Access Dispute among themselves by setting up a working group(s) which must consist of an equal number of representatives of each party and be headed by a person who holds a position at least equivalent to the head of U MOBILE's Wholesale or Interconnection Group.

2.2 Within sixty (60) days from the Commencement Date of the Access Agreement, U MOBILE shall set up the working groups. In setting up the working groups, U MOBILE will provide for:

- (a) clear terms of reference, the decision-making process, timelines and manner of documenting and reporting of the discussions, negotiations and outcome or decisions agreed on depending on the nature and urgency or time by which the dispute must be resolved;
- (b) equal representation by U MOBILE and the Access Seeker in the working group(s);
- (c) chairmanship and administrative functions of the working group(s) to be shared equally;
- (d) formal notification procedures to the working group.

2.3 U MOBILE and the Access Seeker will use reasonable endeavours to attempt to settle an Access Dispute within the Inter-party working groups no later than thirty (30) days from the date the dispute is referred to the Inter-party working group, unless otherwise agreed by both parties, subject always to the right for either party to seek urgent interlocutory relief. The parties may agree in writing to an extension of the time for resolution of the Access Dispute.

2.4 In default of U MOBILE providing for the process contemplated in subsection 2.2 above, the process will be as follows:

- (a) each working group will consist of an equal number of representatives from each party. Such representatives must have, or be able to expeditiously obtain the knowledge and information regarding all aspects (for example technical, financial, commercial, regulatory) necessary for resolution of the dispute;
- (b) one of the representatives in the working group will be a person who holds a position at least equivalent to the head of U MOBILE's Wholesale or Interconnection Group;

- (c) the working group will meet as often and for as long as is necessary to resolve the Access Dispute by the time by which the dispute must be resolved subject always to the time-limit of thirty (30) days referred to in subsection 2.3;
 - (d) the working group will meet at a convenient and practical location. Each party will bear the costs of its participation in such meetings;
 - (e) all discussions, outcomes and decisions made at every meeting of the working group will be recorded and minutes of each meeting will be produced for circulation to the representatives of the working group concerned. The representatives of the working group can decide among themselves who records and produces the minutes of the meetings;
 - (f) regardless of whether the Access Dispute is resolved by the working group, the working group will produce a report of the final outcome or decision of the working group which will be signed by each party's representative in the working group. Each party is entitled to a copy of the report.
- 2.5 The process in subsection 2.4 may be amended by mutual agreement of the Parties to suit the requirements of the Access Dispute.

3. Interconnect Steering Group ("ISG")

- 3.1 If the parties cannot resolve the Access Dispute within the Inter-party working group within the stipulated time, or after the expiry of any extension of time agreed on, either party may give ten (10) Business Days written notice ("Notice **Period**") to the other party stating its intention to escalate the issue and outlining the details of the issue.
- 3.2 If the issue is not resolved prior to the expiry of the Notice Period, then either party may notify the other party ("Receiving party") in writing that it wishes to refer the issue to the Interconnect Steering Group ("ISG") ("**Referral Notice**")
- 3.3 If an Access Dispute is referred to an ISG under subsection 3.2, the ISG will meet within ten (10) Business Days of the receipt by the Receiving party of a Referral Notice. In default of the ISG meeting within the stipulated time of ten (10) Business Days, either party may refer the dispute to a Technical Expert in accordance with section 4 of this Schedule or to the Commission for arbitration.
- 3.4 If the ISG have not resolved an Access Dispute within twenty (20) Business Days after it first meets to review that Access Dispute under subsection 3.3, either party may:

- a) refer any technical dispute to a Technical Expert in accordance with section 4 of this Schedule; or
- b) refer the dispute to the Commission for final arbitration.

4. Technical Expert

4.1 An Access Dispute can only be referred to a Technical Expert if the provisions of section 3 have been complied with.

4.2 Once a dispute is referred to a Technical Expert, it may not be referred back to an Inter-party working group or an ISG.

4.3 The Technical Expert:

- a) will be an expert appointed by agreement of the parties or, if the parties cannot agree within ten (10) Business Days, by the Commission;
- b) will have the appropriate qualifications and experience to arbitrate the Access Dispute, including knowledge of the communications industry;
- c) need not be a Malaysian citizen or resident; and
- d) will not be an officer, director or employee of a communications company or otherwise have a potential for conflict of interest.

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

4.5 If a dispute is referred to a Technical Expert, the following dispute resolution procedure will apply and be utilised by the Technical Expert:

- a) the parties will deliver written submissions setting out their positions together with supporting evidence to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
- b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of receipt of the other party's written submission.

4.6 Unless otherwise agreed by the parties and either party requesting the Technical Expert or if the Technical Expert decides within five (5) Business Days of the receipt of the last written submission, that the arbitration by the Technical Expert be by documents only, the Technical Expert shall convene a hearing (where both parties

may attend and witnesses produced) within fifteen (15) Business Days of the delivery of the last written submission.

- 4.7 Where a hearing by Technical Expert is held pursuant to this section, each party will have the opportunity to make an oral submission to the Technical Expert. This process will be conducted in private.
- 4.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the parties) but in any case, the hearing by the Technical Expert will last no longer than three (3) Business Days.
- 4.9 The Technical Expert will not have the power to appoint any other experts.
- 4.10 The Technical Expert will deliver his decision within fifteen (15) Business Days after the conclusion of the hearing or after receipt of the last written submission where the arbitration is by documents only.
- 4.11 Every Access Dispute referred to a Technical Expert will be considered separately so that time limits for each Access Dispute are complied with.
- 4.12 The award of the Technical Expert will be final and binding on the parties (in the absence of manifest error of fact or law) and shall be effected promptly by the parties.

5. Billing Dispute resolution

- 5.1 In this section 5:
- (a) *“Billing Dispute”* means a dispute which is made in good faith of an Invoice issued by U MOBILE to the Access Seeker pursuant to the Access Agreement;
 - (b) *“Billing Dispute Notice”* means the written notification made by the Access Seeker to U MOBILE in relation to a Billing Dispute in accordance with subsection 7.4 Annexure A of MSA;
 - (c) *“Billing Dispute Notification Period”* means the period after the date of an Invoice described in subsection 7.2 Annexure A of MSA;
 - (d) *“Billing Representative”* means a representative of the party appointed in accordance with the billing procedures set out in subsection 7.15 Annexure A of MSA; and
 - (e) *“Billing System”* means a system to issue Invoices relating to Charges payable by each party under the relevant Access Agreement.

- 5.2 If the parties are unable to resolve a Billing Dispute within one (1) month (or such longer period as the parties may agree), from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is under no obligation to agree to an extension.
- 5.3 To the extent that a Billing Dispute involves an international correspondent of U MOBILE, the Dispute Resolution Procedures shall be suspended for a reasonable period of time which will not exceed four (4) months pending resolution of the dispute with that international correspondent. If it is anticipated that the dispute with the international correspondent is expected to exceed four (4) months, then U MOBILE must immediately inform the Access Seeker of the likely period required for resolution.
- 5.4 If the Negotiation Period and any extension granted under subsection 5.3 has expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in subsection 5.5 ("**Billing Dispute Escalation Procedure**").
- 5.5 Billing Escalation Procedure
- 5.5.1 The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 5.5 by notifying U MOBILE's Billing Representative.
- 5.5.2 Each of the parties will then appoint a representative who will be authorized to settle the Billing Dispute.
- 5.5.3 The representatives will meet as often as they deem necessary to resolve the Billing Dispute and will decide among themselves the manner, procedure and format for discussions to resolve the Billing Dispute.
- 5.6 Upon the resolution of a Billing Dispute to the satisfaction of the parties, the payment or repayment of any sum pursuant to that resolution must be made within ten (10) days from the date of resolution.
- 5.7 Nothing in this Schedule will prevent either party from pursuing any other legal or equitable remedy in respect of a Billing Dispute.
- 5.8 A joint investigation of Invoice discrepancies may be requested by a party after having conducted a comprehensive internal investigation, including an examination of its own Billing System. Terms of the joint investigation, must be agreed on prior to the execution of the joint investigation including:

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

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

- 5.9 Enquiries relating to billing, collection and settlement arrangement or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each party.
- 5.10 Either party may at any time nominate another Billing Representative provided that ten (10) Business Days prior written notification is given to the other party.
- 5.11 If the Parties are unable to resolve the Billing Dispute within thirty (30) days from any extended agreed upon under this section, or if they are unable to agree on any such extension, either party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the CMA.

Schedule F.2 – Definitions and Construction

1. Definitions

The following words used in the RAO shall bear the following meanings, unless the context otherwise requires. In addition, terms that are not defined herein will have the same meaning as the MSA, and such terms are incorporated herein by reference and will form part of the RAO:

Access Agreement	The agreement for access entered into between the Access Seeker and U MOBILE pursuant to this RAO for specific Access Services.
Access List	The list of network facilities and network services as determined by the Commission Determination on Access List (Determination No.6 of 2021) which came into force on 15 December 2021.
Access Order Information or AOI	Means the information referred to in Part D Section 2.1.1 of this RAO.
Access Request	The formal request for access made by the Access Seeker pursuant to Part B Section 3 of this RAO.
Access Services	The network facilities and network services that U MOBILE is able to provide pursuant to this RAO (Subject to availability at the time of the Access Request).
Access Service Provider	Means the Operator to whose Network, a line is directly connected and over which Services are supplied, and may also be a Gaining Service Provider or a Releasing Service Provider.
Billing Period	The 30 day period prior to the date of the Invoice for the services.
Brand	Means any logo, trademark (whether registered or unregistered) or any other sign used to distinguish a product or service.
Calling Party	Means a Customer who originates a Call Communication or, where applicable, the Customer who is billed or is obliged to pay for the Call Communication or, in the case of an International Inbound Call, the person originating the Call Communication.
Call Communications	Means communications involving (in whole or in part) a number or IP address used in the operation of each Operator’s network including Message Communication.

Charges	Means the sums payable by one Operator to the other Operator for the provision of and/or accessing the Facilities and/or Services.
Churn	Means the processes which are required to be carried out by Operators in relation to the provision of Services and transfers of Customers, whenever a Customer requests for a transfer from the Operator who has been providing the said Customer with one or more Services (Releasing Service Provider) to another Operator (Gaining Service Provider).
CMA	Means the Communications and Multimedia Act 1998 (Act 588).
Commission or MCMC	The Malaysian Communications and Multimedia Commission which is the Regulator of the Communications Industry.
Commencement Date	The date that the Access Agreement comes into effect.
Common Antenna System	Means a system of Facilities comprising antennas and cabling to the antennas inside a building, which is owned or operated by one or more Mobile Network Operator in association with in-building coverage.
Confidential Information	Shall have the meaning set out in the Confidentiality Agreement executed by the Parties.
Customer	Means in relation to an Operator, a person having a contractual relationship with the Operator for the provision of communications services.
Due Date	Means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice.
Equipment	Means any equipment (whether hardware or software), or device which is part of or within the Network.
Facility(ies)	Means network facility (ies) and/or other facility (ies) which facilitate the provision of network services or application services, including content application services.
Facilities Access	In relation to Regulated Facilities and/or Services, means a service for the provision of access to network facilities and/or premises.
Force Majeure	Means any cause which is not reasonably within the control of the Operator affected, but not limited to, an act of God, industrial disputes of any kind, war declared or undeclared, blockade,

disturbance, lightning, fire, earthquake, storm, explosion of meteor, governmental restraint and expropriation.

Forecast Information	Means the information referred to in Part D Section 1.2.1 of this RAO.
Infrastructure Sharing	Means a Facility and/or Service which comprises the following: <ul style="list-style-type: none"> (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 Equipment; or (ii) provision of access to in-building Common Antenna System and physical access to central equipment room.
Intellectual Property	Means all rights conferred under statute, common law and equity and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, knowhow and trade secrets and all rights and interests in them or licenses to use any of them.
Interconnection	Means interconnection of the Operators' Networks for the purposes of U MOBILE providing Access Services to the Access Seeker in relation to a Call Communication via a POI/POP and using agreed interfaces and signalling systems.
Invoice	Means the invoice to be issued to the Access Seeker in accordance with Part D Section 8 of this RAO.
Gaining Services Provider	Means an Operator to whom another Operator's Customer requests for a transfer to be made to.
Message Communications	Means communications that provide only text with or without associated images, audio clips and video clips.
Mobile Network	Means network facilities and/or network services comprising the public cellular mobile network and/or the public mobile network, for the provision of communications.
MVNO	Means Mobile Virtual Network Operator Access as detailed in Part D Section 30 of this RAO.
MVNE	Means Mobile Virtual Network Enabler.
MSA	Means the Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022).

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Network	Means network facilities and/or services comprising a system, or series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both, and in relation to an operator, means so much of the network as is owned or operated by the operator.
Network Conditioning	Means the conditioning, equipping and installation of facilities at U MOBILE's Network to enable the provision of one or more Access Services.
Operator(s)	Means either U MOBILE or the Access Seeker or to both as the context requires.
Parties	Means the Access Seeker and U MOBILE collectively.
POI	Point of Interconnection means any technically feasible point which demarcates the Network of U MOBILE and the Network of the Access Seeker and is the point at which communication is transferred between the interconnecting networks.
POP	Point of Presence, where an Access Seeker has established itself for the purposes of obtaining access to U MOBILE's services and/or facilities.
Related Corporations	Has the meaning ascribed in Section 6 of the <i>Companies Act, 1965</i> .
RAO	Means the Reference Access Offer issued by U MOBILE.
Release Service Provider	Means an Operator from whom its Customer requests a transfer.
Security Sum	Means the security either in the form of a Bank Guarantee or cash, deposited with U MOBILE for the supply of Facilities or Services under this Agreement.
Services	Means network services and/or other services which facilitate the provision of network services or application services, including content application services.
Transfer Request	Means a request from Gaining Service Provider to an Access Service Provider to implement a Churn, including a Transfer Form.
U MOBILE	Means U MOBILE Sdn Bhd.

U MOBILE Infrastructure Means the U MOBILE network facilities inclusive and not limited to its towers, poles, ducts, manholes, switches, transmission bearer servers and any other related equipment for the use of U MOBILE network purposes.

For the avoidance of doubt, words used in U MOBILE’s RAO shall have the same meaning as those provided in MSA, unless the context otherwise requires.

2. Construction Rules

The Section headings and table of contents used in the RAO are for convenience of reference only and will not enter into the interpretation of the RAO. As used in the RAO, unless otherwise expressly provided to the contrary,

- (a) any reference to a “**Section**”, “**Annex**” or “**Schedule**” is a reference to a Section of the RAO or a Schedule or Annex attached to the RAO; and
- (b) all references to days, months or years are references to calendar days, months or years;
- (c) where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the preceding business day;
- (d) words importing the singular include the plural and vice versa;
- (e) words importing a gender include any gender;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (g) a reference to an act, statute, regulation, proclamation, ordinance, by-law, or a subsidiary instrument issued pursuant to the CMA includes all acts, statutes, regulations, proclamations, ordinances, by-laws or subsidiary instruments amending, consolidating or replacing it, and a reference to an act, or statute includes all regulations, proclamations, subsidiary instruments, ordinances and by-laws issued under that act or statute;
- (h) a reference to a party to a document includes that party's successors and permitted assigns.

Schedule F.3 – Fault Rectification Response Times

FAULT RECTIFICATION RESPONSE TIMES (Section 5.12.12 MSA)

The following Fault Rectification Response Times apply to both parties to the Access Agreement, where applicable to the Access Services provided by U MOBILE under the Access Agreement.

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Restoration Time
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signalling problem 5. Major routing issues 6. Fraudulent calls	Within one (1) hour	Every one (1) hour	Four (4) hours
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-30% 5. Cross line & silent calls 6. Mobile number portability issues	Within four (4) hours	Every four (4) hours	Twenty-four (24) hours
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	1. Remote Congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

For the purposes of this Schedule, the following are the explanatory notes to the above table:

- (a) All faults reported shall be ascribed with a “Priority Level” as set out in the above for response and rectification purposes and the Operators involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.

- (b) The 'Fault Types' listed in the table above are examples of possible type of faults. Operators are required to categorise all faults by reference to the specified 'Priority Levels', 'Response Timeframes' and 'Rectification Timeframes'.
- (c) 'Response Timeframe' refers to the timeframe for the Operator whose Network, Facility and/or Service is faulty to respond to and appropriately attend to the fault. 'Response Timeframes' are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is the earlier.
- (d) 'Progress Update Frequency' refers to the frequency to update the Operator until the fault is rectified.
- (e) 'Rectification Timeframe' refers to the time taken by the Operator to rectify a faulty Network, Facility and/or Service is determined by the period between the reporting of fault to the relevant fault reporting service of the Operator and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

Schedule F.4 – Quality of Service Levels

QUALITY OF SERVICE LEVELS (Section 6.1.17 MSA)

The quality of service levels, *where applicable to the Access Services* provided by U MOBILE are set out below:

Network Quality %	Threshold	Remarks
Successful Call		
Answered Call	≥ 94%	Number of calls that successfully seized trunk group and are answered.
Busy Call		Number of calls that successfully seized trunk group and are terminated after connection due to “terminating subscriber busy”.
No Answer Call		Number of calls that successfully seized trunk group and are rejected because either the called device did not answer or the Calling Party went on-hook during ringing.
Call Abandon		Indicates the unallocated numbers and incomplete dialling from Calling Party.
Call Establishment Rate (1.1 + 1.2 + 1.3)	≥85%	Expressed as the sum of Answered, Busy and No Answer Call that indicate the calls are successfully seize the circuits to the total of call attempt.
Unsuccessful Call	≤6%	
Network Congestion	≤3%	
Internal Congestion (ICONG)	≤1%	Number of calls offered to a trunk group that successfully overflowed or are rejected in their own switch. Internal congestion of originating POI and interconnect route congestion that is due to insufficient capacity to support the current traffic. Short message service ("SMS") is to be agreed with Access Seekers in accordance with best practices.
External Congestion (OCONG)	≤2%	Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating far end congestion occurred within the terminating POI and the subsequent terminating Network. to support the current traffic. Short message service ("SMS") is to be agreed with Access Seekers in accordance with best practices.
Network Fault	≤3%	

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External Technical Irregularities/Error (ETI)	≤2%	Calls that being successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other Network element.
Internal Technical Irregularities/Error (ITI)	≤1%	Calls that being successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network.

Note: If an Access Seeker requests higher or lower quality of service levels than as provided for above, then this Schedule will be revised at the time of entry into the Access Agreement.

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Schedule F.5 – Confidentiality Agreement



MUTUAL NON-DISCLOSURE AGREEMENT

BETWEEN

U MOBILE SDN. BHD.

Registration No.: 199101013657 (223969-U)

AND

[Name of Company]

(Company No.)

This Agreement is made this day of 20

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MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into this day of 20 (“Agreement”)

Between:

U MOBILE SDN BHD Registration No.: 199101013657 (223969-U) a company incorporated under the laws of Malaysia and having its business address at Lot 11.01, Level 11, East, Berjaya Times Square, No. 1 Jalan Imbi, 55100 Kuala Lumpur, Malaysia (“**U MOBILE**”) of the one part.

And

[] (Company No. []), a company incorporated under the laws of [] and having its business address at [] (“**Company**”) of the other part.

U MOBILE and the Company shall be referred to individually as a “**Party**” and jointly as the “**Parties**”.

BACKGROUND

The Parties have engaged in discussions to explore business opportunities of mutual interest concerning [] (“**Purpose**”) using each Party’s proprietary technology and expertise. During the course of the discussion the Parties will be disclosing certain commercially valuable, proprietary and confidential business, financial, technical and other information to each other.

WHEREAS the Parties agree to hold such proprietary and confidential information in the strictest confidence on the terms and conditions in this Agreement.

DEFINITIONS

Confidential Information means any and all information of any kind disclosed by or on behalf of one Party to the other for the Purpose or in connection with the Purpose whether before or after the date of this Agreement, whether in written or electronic format, oral or otherwise and whether or not labelled “Confidential” including without limitation,

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any written or printed documents, proposals, designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, marketing techniques, marketing plans, strategies, pricing, policies, samples and physical items, financial information, software, hardware and all information of any kind relating to either Party, their respective shareholders and/or related or associated companies. For the avoidance of doubt, Personal Data is Confidential Information for the purposes of this Agreement;

Disclosing Party means the Party that discloses Confidential Information and includes the officers, employees, agents, advisors, consultants and subcontractors of the Disclosing Party;

Personal Data means any information that relates directly or indirectly to an individual who can be identified from that information or from that and other information in the possession of the Disclosing Party or the Recipient Party, including but not limited to a customer or employee of the Disclosing Party; and

Recipient Party means the Party that receives or obtains Confidential Information and includes the officers, employees, agents, advisors, consultants and subcontractors of the Recipient Party.

NOW IT IS agreed by the Parties as follows:

1. Each Party agrees that it will:
 - (i) only disclose Confidential Information to those employees and contractors on a need-to-know basis, provided, the Recipient Party binds such employees and contractors to terms at least as restrictive as those stated in this Agreement;
 - (ii) not disclose any Confidential Information or its knowledge of the existence of the Confidential Information to any third party, without the prior written consent of the Disclosing Party;
 - (iii) use Confidential Information only to the extent required to accomplish the Purpose;
 - (iv) not reproduce Confidential Information in any form except as required to accomplish the Purpose;
 - (v) not publish, reverse engineer, decompile, or disassemble any Confidential Information disclosed by the other Party;

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- (vi) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and
 - (vii) promptly provide the other Party with notice of any actual or threatened breach of the terms of this Agreement.
2. Each Recipient Party agrees and undertakes to protect the Confidential Information provided by a Disclosing Party by ensuring it has sufficient security measures in place, and using not less than the standard of care which it treats its own Confidential Information but in no event less than reasonable care and shall ensure that the Confidential Information disclosed by a Disclosing Party is stored and handled in such a way as to prevent any unauthorized disclosure. Further, each Recipient Party and each Disclosing Party agrees to comply with all applicable and enforceable laws including the Communications and Multimedia Act, 1998 and the Personal Data Protection Act 2010 relating to any Personal Data disclosed by or on behalf of a Disclosing Party to a Recipient Party. The Recipient Party agrees to comply with all reasonable requests in relation to any Personal Data disclosed by the Disclosing Party, to enable the Disclosing Party to comply with its obligations under those acts.
3. The confidentiality obligations in this Agreement shall not apply to any part of the Confidential Information which:
- (a) before the date of this Agreement, is in the public domain or later comes into the public domain other than as a result of a breach of this Agreement;
 - (b) is independently known by the Recipient Party;
 - (c) is obtained by the Recipient Party from a third party who was legally entitled to possess and disclose such Confidential Information;
 - (d) can be proven to have been independently developed by the Recipient Party, as evidenced by contemporaneous written and dated records, without using any of the Disclosing Party's Confidential Information or breaching this Agreement;
 - (e) is explicitly approved for release by written authorization of the Disclosing Party;
 - (f) is disclosed to a related corporation of the Recipient Party within the meaning of Section 7 of the *Companies Act, 2016*, to the extent necessary to accomplish the Purpose, subject to the related corporation providing the Disclosing Party with an undertaking to comply with the obligation contained in this Agreement; or
 - (g) 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

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any other relevant authority, to be disclosed, provided always that, to the extent permitted by law, before such disclosure is made, the Recipient Party shall notify and consult with the Disclosing Party as to the form, nature and purpose of the disclosure and the Disclosing Party may seek a protective order or other appropriate remedy. If no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with the terms of this Agreement, the Recipient Party shall furnish only that portion of Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that such Confidential Information will be kept confidential.

4. All Confidential Information (including copies of such Confidential Information) disclosed by or on behalf of the Disclosing Party shall remain the property of the Disclosing Party and shall be returned (or, at the Disclosing Party's option, certified destroyed) upon written request or upon the Recipient Party's need for it having expired, and in any event, upon completion or termination of this Agreement. The Parties agree that they shall within ten (10) days of written notice return or destroy all documents and tangible items in their possession which contain any Confidential Information and provide a certificate of destruction if such Confidential Information is destroyed. Even though the Confidential Information is returned or destroyed, each Party shall continue to be bound by its obligations in this Agreement. No rights or licenses to trademarks, inventions, copyrights, patents or trade secrets or other intellectual property rights are implied or granted under this Agreement. Neither Party shall use for its own benefit or the benefit of any third party any information disclosed from access to or work with the other Party's Confidential Information including, but not limited to, ideas, concepts, know-how or techniques.
5. Confidential Information is delivered "as is", and all representations and warranties, express or implied, including fitness for a particular purpose, merchantability, and non-infringement, are disclaimed. No Party is entitled to rely on the accuracy or completeness of any Confidential Information.
6. This Agreement shall be in full force and effect from the date of this Agreement until terminated by written notice from either Party to the other. Except as set out in the balance of this Clause 6, the obligations of the Parties with regards to the Confidential Information disclosed under or in connection with this Agreement shall continue in effect for a period of five (5) years from the date of disclosure. Despite anything contained in this Agreement, all Confidential Information relating to Personal Data shall be kept confidential at all times without limitation of time.

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7. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each Party shall be entitled, without waiving any other rights or remedies, to seek specific performance, injunctive or such other equitable relief in enforcing the obligations in this Agreement in addition to other remedies available at law.
8. This Agreement is the entire agreement between the Parties and supersedes all prior or contemporaneous representations, agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. Any amendments to this Agreement shall only be effective if agreed in writing and signed by the Parties.
9. Each Party undertakes to bear its own costs and in relation to and arising from the preparation and execution of this Agreement. The costs for stamping this Agreement shall be borne by U MOBILE.
10. The Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties submit to the exclusive jurisdiction of the courts of Malaysia.
11. This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party. Any addition or modification to this Agreement must be in writing and signed by both Parties.
12. The failure or delay of a Party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.
13. The Parties agree that any form of publicity of the Purpose or other collateral matters here shall not be permitted without the express written agreement of both Parties.
14. This Agreement is binding on the heirs, permitted assigns and successors in title of the Parties.
15. Neither this Agreement nor the Parties' agreement to enter into this Agreement shall be construed to mean that either Party shall procure or shall be obliged to procure

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from the other Party any products or services or to enter into any transaction or be obliged to enter into any transaction with each other.

16. Clauses 4 and 6 shall survive the expiry or termination of this Agreement.

The Parties have caused this Agreement to be executed by their duly authorised representatives.

Signed by:

Name:)
Position:)
For and on behalf of)
U MOBILE SDN BHD)
Registration No.: 199101013657 (223969-U))

In the presence of:

Witness

Name:)
Position:)

Signed by:

Name:)
Position:)
For and on behalf of)
[Insert full name of Company]
(Company No.:))

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In the presence of:

Witness

Name:)

Position:)

This is the execution page for the NON-DISCLOSURE AGREEMENT between U MOBILE SDN BHD and the Company.

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Part G – List of Forms

The following are the list of forms referred to in this RAO:

- 1) Form B.2.1 – Formal Request for Access
- 2) Form B.3.1 – Access Request Acceptance – RAO Response Form
- 3) Form B.4.1 – Access Request Acceptance – Negotiation Response Form
- 4) Form B.5.1 – Access Request Rejection Form
- 5) Form B.6.1 – Request for Further Information

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Form B.2.1 – Request for Access

Notes to Form B.2.1:

1. An Access Seeker who wishes to obtain access to the Access Services offered by U MOBILE must complete and submit this Form with all relevant data and supporting documents. This Form is a prelude to the execution of an Access Agreement between the Access Seeker and U MOBILE.
 2. The footnotes contain instructions on how to complete the form. Incomplete or inaccurate Forms may be rejection by U MOBILE.
 3. Deviations to the Form is not permitted, except if the Access Seeker requires more space to supply the requisite information, it may do so on a separate piece of paper which is clearly labelled.
-

REFERENCE ACCESS OFFER

To:

U Mobile Sdn Bhd
Lot 11.01, Level 11, East, Berjaya Times Square
1, Jalan Imbi, 55100 Kuala Lumpur

ATTENTION: Head of Regulatory

Request for Access

We, <name of requesting party> (Co. No. _____), the holder of [specify licence types] which are valid and subsisting and issued by the Malaysian Communications and Multimedia Commission, do hereby make this request for access. In accordance with the terms of the Mandatory Standard on Access (Commission Determination No.1 of 2022) and U MOBILE's Reference Access Offer (RAO), we provide the following information:

Section A	Contact Details
------------------	------------------------

Our Contact Details are:

Description	Contact Details
1. Address	
2. Telephone Number (General)	
3. Fax Number	
4. Contact person's name ¹	
5. Designation	
6. Telephone Number (DID)	
7. Mobile Number	
8. E-mail address	

Section B	Access Request
------------------	-----------------------

We hereby make the following request for access by the following Ready for Service ("RFS") dates.

1. Access To:

¹ If the designated person has an alternate, please specify the alternate's details (items 4 to 8).

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Name of Access Service	Detail Description of the Nature of Access ²	RFS Date
		[Instruction: Specify the RFS date for each service which you require U MOBILE to grant access to]

2. Acceptance or Rejection of RAO terms

Instruction: Please select one or the other of the statements below:

- We accept that access will be provided to us by U MOBILE in accordance with the terms and conditions set out in the RAO.
- We wish to negotiate specific terms.
- We wish to seek access to Fast Track services, and thus accept the terms set out in the RAO.

Section C	Access Seeker Details
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We have elected to negotiate specific terms. In furtherance of such election, we provide the following details of the personnel who will be involved in the negotiations.

Names	Employee 1	Employee 2	Employee 3
Details			
Name			
Designation of person ³			
Telephone No			
Fax No			
Mobile Phone No			
E-mail address			
Dates available for negotiations ⁴			

2. Negotiation Team Leader

² Once you have so selected, please provide detail description of the nature of the access you require.

³ Please specify whether the person is an employee or independent consultant engaged by you.

⁴ Please specify at least 4 sets of dates. The dates must at least be sufficiently close to be continuous, yet reasonably practical in the circumstances.

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Our negotiation team leader is [please specify name] who is [designation] of the Access Seeker, and we hereby confirm that the team leader is able to make binding representations, concessions and accept proposals made during the course of negotiations.

3. Request for Information from U MOBILE

The Access Seeker makes the following request for the provision of specified information by U MOBILE for the purposes of negotiation⁵:

Nature of Information Required from U MOBILE	Reason for Request
Instruction: Please identify the nature of information required from U MOBILE	Please give your reasons for requesting such information

4. Confidentiality Agreement

We enclose with this Form, the duly executed Confidentiality Agreement (As per Schedule F.7), for your further action.

Section D Technical Requirements
--

The following technical requirements are being provided:

1. Capacity forecasts

We will require the following capacity:

Identify type of Network Service ⁶	Description	Forecast capacity requirement

2. Interface Standards

The following are the Interface Standards of the Equipment, software and hardware which we will interconnect with the Equipment, hardware and software of U MOBILE.

Identify nature of equipment, hardware or software	Applicable Standard or Interface requirements	Specify if there has been any deviation from the Applicable Standard.

⁵ If there is no information needed DO NOT COMPLETE Section C/Item 3.

⁶ The type of service or facility which access will be given must correspond to those items set out in Section B of this form.

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3. Access Seeker’s Network Information

The Access Seeker provides the following information about its network to U MOBILE:

[Instruction: Please specify all necessary information relating to your network which may affect U MOBILE’s network or facility in the course of providing the Access Services]

Section E	Creditworthiness
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Prior to providing the requested Access Services, U MOBILE requires verification of your creditworthiness to ensure that you have the necessary financial resources to pay for the Access Services. In that regard, you are required to provide a certified financial statement by your auditors of your current financial position.

Section F	Insurance
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We confirm that we have affected the following insurance policies as at [date of request]:

Insurance type	e.g. Employer’s All Risk	Workmen’s Compensation	Social Security	Employer’s Liability	General Liability
Risks Insured	e.g. Public Liability				
Persons Covered	e.g. [Access Seeker], [contractors],				
Amount insured	e.g. RM20 Million				
Period of validity	e.g. 3 years from 1 January 2006				
Name of Insurer	e.g. MAA Assurance				
Insurance Policy No					

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Section G	Financial Security Requirements
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As required by U MOBILE we herewith provide a financial security in the form of a on demand Bank Guarantee issued by a reputable bank in Malaysia covering the value of Access Services provided by U MOBILE over a period of 90 days/ 5 months (for MVNO Services). The terms of the Bank Guarantee shall be agreed by the parties prior to the provision of the Access Services.

Dated: [insert date]

Signed by the authorised
Representative
of the Access Seeker

Witnessed by

Name:

Name:

Designation:

Designation:

Date:

Date:

Company Stamp:

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Form B.3.1 – Access Request Acceptance – RAO Response

Notes to Form B.3.1:

1. U MOBILE will use this Form if it accepts the Access Request (Form B.2.1) issued by an Access Seeker and the Access Seeker has indicated that it will take the Access services in accordance with the RAO.
-

REFERENCE ACCESS OFFER

To:

[Name of Access Seeker]

[Address]

ATTENTION: [The name of the contact person]

Access Request Acceptance

(RAO RESPONSE)

We, U Mobile Sdn. Bhd. Registration No.: 199101013657 (223969-U), as the Access Provider, wish to inform you, [*name of Access Seeker*], that in respect of your Access Request dated [*insert date*] which was received by us on [*insert date of receipt*], as follows:

1. Pursuant to your statement in the Access Request to take the Access Services in accordance with the terms and conditions of U MOBILE's RAO, we shall be forwarding to you an Access Agreement based on the terms and conditions of the RAO.
2. You shall indicate within ten (10) business days from the date of this letter, if you are prepared to execute the same without amendments or wish to negotiate the Access Agreement.

Dated: [*insert date of document*]

Signed by the authorised representative of U MOBILE SDN. BHD.

Name:

Designation:

Date:

Company Stamp:

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Form B.4.1 – Access Request Acceptance – Negotiation Response

Notes to Form B.4.1:

1. U MOBILE will issue this form if it accepts the Access Request (Form B.2.1) issued by an Access Seeker and the Access Seeker has conveyed that it wishes to negotiate the terms of the Access Agreement.
-

REFERENCE ACCESS OFFER

To:

[Name of Access Seeker]

[Address]

ATTENTION: [The name of the contact person]

Access Request Acceptance

(NEGOTIATION RESPONSE)

We, U Mobile Sdn. Bhd. Registration No.: 199101013657 (223969-U), as the Access Provider, wish to inform you, [*name of Access Seeker*], that in respect of your Access Request dated [*insert date*] which was received by us on [*insert date of receipt*], as follows:

1. Since you have indicated that you wish to negotiate the terms and conditions of the Access Agreement, we hereby advise that we are willing to enter into such negotiations with you to reach agreement on the definitive terms. In that regard, Part C of the RAO (Negotiation Process) shall apply.
2. Pursuant to and in accordance with the Mandatory Standard on Access, the following information is provided to you:

(a) U MOBILE's Nominated Personnel

Pursuant to your request to negotiate an Access Agreement, we provide the following details:

Names	Employee 1	Employee 2	Employee 3
Details			
Name			
Status of person ⁷			
Designation			
Telephone No			
Fax No			
Mobile Phone No			
E-mail address			
Dates available for negotiations ⁸			

⁷ Please specify whether the person is an employee or independent consultant engaged by you.

⁸ Please specify at least 4 sets of dates. The dates must at least be sufficiently close to be continuous, yet reasonably practical in the circumstances.

REFERENCE ACCESS OFFER

(b) Negotiation Team Leader

Our negotiation team leader is [please specify name] who is [designation] of U MOBILE, and we hereby confirm that the team leader is able to make binding representations, concessions and accept proposals made during the course of negotiations, subject to the final approval being given by the Board of Directors of U MOBILE.

(c) Request for Information from Access Seeker

U MOBILE request for the provision of the following information by the Access Seeker, which U MOBILE reasonably requires for the purposes of the negotiation:

Nature of Information Required from Access Seeker
[Set out the information U MOBILE requires]

(d) Confidentiality Agreement

We enclose with this Form, a duly executed Confidentiality Agreements (as per Schedule F.7) for your records.

(e) Date, Time and Venue

The first meeting to commence negotiations is proposed to be at [*specify venue*] on [*specify date*] at [*specify time*].

Dated: [*insert date of document*]

Signed by the authorised representative of U MOBILE SDN. BHD.

Name:

Designation:

Date:

Company Stamp:

REFERENCE ACCESS OFFER

Form B.5.1 – Rejection of Access Request

Notes to Form B.5.1:

1. U MOBILE will issue this Form if it rejects the Access Request (Form B.2.1) by an Access Seeker.
-

REFERENCE ACCESS OFFER

To:

[Name of Access Seeker]

[Address]

ATTENTION: [The name of the contact person]

Rejection of Access Request

We, U Mobile Sdn Bhd. Registration No.: 199101013657 (223969-U), as the Access Provider, wish to inform you, [*name of Access Seeker*], that your Access Request dated [*insert date*] which was received by us on [*insert date of receipt*] is hereby **REJECTED**.

- A. The grounds of our rejection of your Access Request are set out below:
[*the grounds must be in accordance with Section 5.4.11 of the MSA*]
- B. The basis of our decision is set out below:
[*set out basis in numbered paragraphs*]
[*if additional documents are being referred to, please attach them to this Form*]
- C. Should you so desire, as provided in the MSA you are entitled to meet with our representatives [*provide the names and designation of U MOBILE's representatives*] at [*specify venue*] on [*specify date*] at [*specify time*] to discuss this rejection of your Access Request.

Dated: [*insert date of document*]

Signed by the authorised representative of U MOBILE SDN. BHD.

Name:

Designation:

Date:

Company Stamp:

REFERENCE ACCESS OFFER

Form B.6.1 – Request for Further Information

Notes to Form B.6.1:

1. U MOBILE will issue this Form to acknowledge receipt of the Access Request (Form B.2.1) issued by an Access Seeker but requires additional information from the Access Seeker before deciding whether it is able to provide access or not.
-

REFERENCE ACCESS OFFER

To:

[Name of Access Seeker]

[Address]

ATTENTION: [The name of the contact person]

Request for Further Information

We, U Mobile Sdn. Bhd. Registration No.: 199101013657 (223969-U), as the Access Provider, having considered the Access Request by [*name of Access Seeker*], dated [*insert date*] which was received by us on [*insert date of receipt*], we require the following additional information in order for us to decide whether to accept or reject your Access Request:

- [*specify the additional information U MOBILE may require*]

Dated: [*insert date*]

Signed by the authorised representative of U MOBILE SDN. BHD.

Name:

Designation:

Date:

Company Stamp:

APPENDIX A – Technical Requirements

The Technical Requirements will be provided to the Access Seeker during negotiations of the Access Agreement.

REFERENCE ACCESS OFFER

APPENDIX B – Specifications

Following are to be provided to the Access Seeker during negotiations of the Access Agreement:

1. Network Specifications
2. Implementation Process Flow
3. Other Relevant Technical Information