



**JustClick Vision**  
(M) SDN BHD

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## 1. SECTION A: INTRODUCTION AND SCOPE OF RAO

- 1.1 JustClick Vision (M) Sdn. Bhd. (“JCV”) is a licensed individual network facilities and services provider under the Act. Pursuant to the license, JCV may offer network facilities, services within Malaysia.
- 1.2 Pursuant to Section 5.3.3 of the MSA Determination, JCV is obliged to prepare and maintain a Reference Access Offer in relation to network facilities on the Access List which JCV provides to itself or third parties.
- 1.3 This RAO specifies the procedures and process to be follow by an Access Seeker who intends to acquire the Facilities or Services on the Access List Determination and which:
  - i. Contains terms and conditions which consistent with the rights and obligations set out in the MSA Determination; and
  - ii. Does not include terms and conditions which is inconsistent with the rights and obligations set out in the MSA Determination
- 1.4 This RAO is consistent with:
  - i. The standard access obligations stipulated under Section 4.1.1 of the MSA Determination and Section 149 of the Act; and
  - ii. The principals of the non-discrimination stipulated under section 4.1.5 and 4.1.6 of the MSA Determination.
- 1.5 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to this RAO.
- 1.6 This RAO shall not be deemed to be an offer to enter into a legally binding agreement but merely a reference document that details the terms and conditions on which the Access Provider is prepared to provide the Access Service to the Access Seeker.
- 1.7 This RAO has no effect on contractual agreements for the supply of facilities by JCV to an Access Seeker prior to the Commencement Date unless and until such contractual agreement is subsequently agreed and/or renegotiated between the Access Seekers.
- 1.8 This RAO includes all the terms and conditions that JCV will require in an Access Agreement, including all the services provided by JCV pursuant to the Access List.
- 1.9 Subject to Section 4.6.i of this RAO, JCV shall be entitled to refuse to enter into an Access Agreement if:
  - i. the Access Seeker is deemed not to be agreeable with this RAO; or
  - ii. make unreasonable request or terms pursuant to Section 4.1.2, 4.1.3 and 4.1.4 of the MSA Determination.

- 1.10 If JCV wishes to amend any term of this RAO, JCV must, no less than thirty (30) Business Days before the changes are affected, provide a copy of the amended RAO showing the proposed changes to the existing RAO, to:
- i. the Access Seeker who is being provided with access to network facilities; and
  - ii. The Access Seeker who has requested this RAO within the period of 3 months prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.
- 1.11 When the RAO is being amended, JCV shall upon expiry of the thirty (30) Business Days in section 1.10 (or such longer period as JCV determines is necessary to finalize the amendments to its RAO), JCV will:
- i. make available the amended RAO on the JCV' publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and
  - ii. provide the updated RAO to the Commission before being made available under paragraph 1.11(i).

For clarification:

- i. nothing in section 1.10 of this RAO prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by JCV under this subsection;
- ii. where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between JCV and Access Seeker; and
- iii. without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement upon expiry of the thirty (30) Business Day period referred in Section 1.10 of this RAO. However, if the Access Seeker disputes the change to the existing RAO within such thirty (30) Business Day period, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favor of JCV.

If the Commission withdraws, replaces or varies the Access List Determination relating to the network facilities in accordance to the Access List under Section 56 of the Act, JCV may, by giving written notice of its intention to terminate or vary to all Access Seekers to whom it is supplying access service(s), withdraw or replace the RAO with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.

- 1.12 This RAO shall be made available to an Access Seeker:
- i. on written request and send to JCV' principal place of business at the following address:  
JUSTCLICK VISION (M) SDN BHD  
64D, Jalan Desa Bakti,  
Faber Plaza, Taman Desa,  
58100 Kuala Lumpur.
  - ii. on a publicly accessible website at [www.justclickv.com](http://www.justclickv.com).

## 2. SECTION B: DEFINITION AND INTERPRETATION

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

“**Act**” means the Communications and Multimedia Act 1998.

“**Access Agreement**” means an agreement which is commercially negotiated between the Access Seekers, whereby JCV provides requested Facilities listed in the Access List Determination to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.

“**Access List**” means the list of Facilities determined by the Commission under Section 146 of the Act.

“**Access List Determination**” means the Commission Determination on Access List, Determination No.6 of 2021 which came into force on 15th December 2021.

“**Access Request**” means a request for access to Facilities on the Access List Determination made by the Access seeker to JCV and containing the information in Section 4.1.iii.

“**Access Seeker**” means an Access Seeker who;

- i. is a network facilities provider, network service provider, application service provider or content application service provider and who is a licensee as defined in the Act; and
- ii. makes a written request for access to the Facilities listed in the Access List Determination.

“**Access Service**” in relation to the network facilities means a service as specified in this RAO that are provided by JCV to the Access Seeker to an Access Request.

“**Associated Tower Sites**” is the space surrounding the tower where the Access Seeker may place its cabin or outdoor support equipment including space required for cable gantry connecting to the tower and generator-set and including necessary right of way and permission to dig.

**“Bank Guarantee”** means the guarantee executed and to be granted to JCV on behalf of the Access Seeker by a bank.

**“Billing Dispute”** means the dispute of an invoice prepared by an Access Seeker to the Other Access Seeker which is made in good faith.

**“Billing Period”** means the period over which the supply of access to Facilities and/or Services is measured for the purpose of billing as contemplated in Section F, which shall be no more than one (1) month and in accordance with the relevant calendar month, unless otherwise agreed between the Access Seekers.

**“Business Day”** means a day other than the followings days:

- i. a Saturday and Sunday;
- ii. in states where Friday is observed as the weekly holiday, a Thursday and Friday;  
or
- iii. a day which is lawfully observed as a national public holiday throughout Malaysia;

**“Charges”** means the sums payable by the Access Seeker to JCV for the provision of Facilities listed in the Access List Determination.

**“Commencement Date”** means the date on which the Access Seekers enter into the Access Agreement or such other dates as agreed between the Access Seekers.

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

**“Communication”** means any communication, whether between persons and persons, things and things, or person or things in the form of sound, data text, visual images, signals or any other form or any combination of those forms and, where the context permits, includes a Communication Attempt. For the purpose of clarification, this includes Message Communications.

**“Confidentiality Agreement”** means a confidential agreement entered into between the Access Seekers in accordance with Section 5.3.8 of the MSA Determination.

**“Confidential Information”** means all information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the Disclosing Party but does not include:

- i. information which is or becomes part of the public domain (other than through any breach of an Access Agreement);

- ii. information rightfully received by the Receiving Party from a third person without a duty of confidentiality being owed to the third person, except where the Receiving Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party;
- iii. information which has been independently developed by the Receiving Party;  
or
- iv. information required by law or the business rules of any stock exchange to be disclosed, provided that:
  - v. the Receiving Party, gives twenty-four (24) hours' notice to the Disclosing Party of the particulars of the required disclosure; and
  - vi. the Receiving Party provides the Disclosing Party with all assistance reasonably required by the Disclosing Operator (at the Disclosing Party's cost) to enable the Disclosing Party to take any steps available to it to prevent that disclosure or to ensure that it occurs subject to a reasonable obligation of confidence;

**“Creditworthiness Information”** means the information required by JCV to assess the creditworthiness of the Access Seeker which is more particularly described in Section 4.2 of this RAO and such other information as may be required from time to time.

**“Determination”** means any lawful determination made by the Commission and/or the Minister, pursuant to the Act.

**“Direction”** means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the Act.

**“Due Date”** means, in respect of an invoice, thirty (30) days from the date of receipt of an invoice.

**“Effective Date”** means the date on which the relevant portions of the Access Agreement requiring registration is duly registered with the Commission under Section 150 or the Act in its entirety (and such registration is notified in writing to the Access Seekers).

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

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

**“Forecast”** has the meaning as laid down under Section E of this RAO.

**“Handover Date”** means the date on which access to be the infrastructure as endorsed by a Certificate of Acceptance hereunder is given to the Access Seeker for installation of Equipment at that Site. “Handover” shall be construed accordingly.

**“Infrastructure sharing”** shall have the meaning as defined in Section 8.1.

**“Insurance Information”** means the insurance information required by JCV pursuant to Section 4.4.

**“Invoice”** means the invoice for amounts due in respect of the supply of requested Facilities listed in the Access List Determination during a Billing Period.

**“License”** means an individual license granted by the Minister pursuant to the Act for Communication Services.

**“License Fee”** means the monthly fee payable by an Access Seeker.

**“Manuals”** means the Technical and Implementation Manual, the Access Seekers and Maintenance Manual and Other Manuals which the Access Seekers establish pursuant to the Access Agreement.

**“Minimum Value”** for the purpose of calculating the Security Sum means the total estimated value of access to the requested Facilities provided (based on the most recent amounts invoice for those requested Facilities) or to be provided by JCV to the Access Seeker for a ninety (90) days period.

**“Minister”** means the Minister of Communications and Multimedia or, if different, the Minister administrating the Act.

**“Operator”** means JCV or the Access Seeker as the context requires.

**“RAO”** means Reference Access Offer.

**“Regulatory Event”** means:

- i. the declaration, modification, variation or revocation of the MSA Determination;
- ii. the giving of the lawful direction to JCV by the Commission relating this RAO; or
- iii. the giving of lawful direction to JCV by the Minister relating to this RAO.

**“Review”** means a review of the MSA Determination pursuant to Section 7.5 of the MSA Determination.

**“RM”** means Ringgit Malaysia which shall be the monetary currency used by this RAO unless otherwise provided.

**“Security Sum”** means the security, either in the form of a Bank Guarantee or cash, deposited with JCV for the supply of Facilities listed on the Access List Determination which is more particularly described in Section 4.3; and which amount is equivalent to the Minimum Value.

“**Services**” means network services and/or other services which facilitate the provision of network services or application services.

“**Standard Access Obligations**” has the meaning prescribed in Section 149 of the Act.

- 2.2 In this RAO except where the contrary intention appears;
- i. the singular includes the plural and vice versa; and
  - ii. a document includes all amendments or supplements to that document, or replacements or novation of it; and
  - iii. a reference to statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith; and
  - iv. a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
  - v. a reference to a person includes the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
  - vi. if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the Next Business Day and any reference to Act that have to be done or to be done by or on before a particular day or Business Day means by or on before a particular day or Business Day means by or on before the close of business at 5.00pm on that particular day or Business Day; and
  - vii. a reference to a related body corporate of an Access Seeker has the same meaning as in the Companies Act 2016; and
  - viii. a reference to a third person is a reference to a person who is not a party to this RAO; and
  - ix. headings are included for convenience and do not affect the interpretation.

### 3. SECTION C: PRINCIPLES OF ACCESS

This RAO applies only to the Access Service(s).

#### 3.1 Eligibility for Access of Services

- i. JCV shall at its discretion and in a manner consistent with the License granted (and the license rights accorded therein) by the Minister to the Access Seeker, provide to the Access Seeker with access-to-access Service on reasonable terms and conditions as set out in this RAO.
- ii. For the purposes of clarification, consistent with Government policy and Determinations by the Commission (and its predecessor), an Access Seeker may only request for access to any or all of the Facilities or Services belong to JCV where the Access Seeker has been granted:
  - a. An individual network facilities provider license and/or;
  - b. An individual network services provider license and/or;
  - c. A content network facilities provider license and/or;

- iii. An Access Seeker may not request for the Access Service(s) where the Access Service(s) are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.

### 3.2 Standard Access Obligations

- i. Access Terms and Conditions  
JCV shall subject to Section 3.2 of the MSA Determination, supply the Access Service(s) to the Access Seeker on reasonable terms and conditions.
- ii. Principles of Non-Discrimination  
JCV shall treat an Access Seeker on a non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of Access Service(s). The access provided by JCV to the Access Seeker shall be consistent with:
  - a. The principles set out in Section 4.1.5 and 4.1.6 of the MSA Determination; and
  - b. Section 149(2) of the Act.
- iii. Customer Principles Where applicable  
JCV observe and comply with the customer relationship principles set out in Section 4.3 of the MSA Determination.

### 3.3 Negotiation Principles

- i. Intellectual Property  
An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing access to the Access Service(s). An operator must not use such Services or equipment by the Operator, its affiliates or third parties.
- ii. Good Faith and Dispute Resolution  
Each party shall cooperate, in good faith and commercially reasonable manner, in negotiating and implementing the terms of the Access Agreement. This includes:
  - a. Acting promptly, honestly and not perversely, capriciously or irrationally;
  - b. Avoiding unnecessary dispute and use all reasonable endeavors to resolve any disputes promptly and fairly which is arising from or in connection with this RAO. If any dispute or difference of any kind shall arise between the parties in connection with or arising out of this RAO the Dispute Resolution Procedure in Annexure A of MSA Determination shall be adhered to.

An operator must protect from disclose any confidentiality information provided by another Operator given in the course of negotiating an Access Agreement or during the term of this RAO in accordance with the Confidentiality Agreement signed between the parties.

- iii. Necessary Third-Party Involvement Causing or Contributing to Non-compliance in Timeframe In the event of, if:
  - a. JCV fails to comply with a Timeframe under this RAO; and
  - b. JCV considers such failure was caused by contributed to by necessary third-party involvement or other matters reasonably outside JCV's control (for example, where approval from local or other authority is required).

JCV must notify the Commission of such non-compliance and such third-party involvement, and provide contact details of such third party, to permit the Commission to investigate the non-compliance.

## 4. SECTION D: ACCESS REQUEST PROCEDURES

### 4.1 Application for Access to Services

- i. An Access Seeker shall request JCV to supply Infrastructure Sharing listed in the Access List Determination to it by serving and Access Request to JCV.
- ii. The purpose of such Access Request is to provide JCV with sufficient information to assess the Access Seeker's request for the supply of Infrastructure Sharing listed in the Access List Determination under this RAO.
- iii. The Access Request must:
  - a. Contain the name and contact details of the Access Seeker;
  - b. Specify the Infrastructure Sharing listed in the Access List Determination in respect of which access is sought;
  - c. Indicate whether the Access Seeker wishes to accept this RAO or negotiate and Access Agreement;
  - d. Contain the information (if any) as set out in Section 5.3.6 of MSA Determination that the Access Seeker reasonably requires JCV to provide for the purposes of the access negotiations;
  - e. Provide the relevant information relating to the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may affect JCV's network;
  - f. Contain confirmation that the Access Seeker is not currently being supplied with the requested Facility listed in the Access List Determination or if so, the reasons for the additional request for the said Facility;
  - g. Specify the type of communications licenses held by the Access Seeker and a copy of the license where a copy had not been previously provided;
  - h. Contain Creditworthiness Information as set out in Section 4.2;
  - i. Be accompanied by a Security Sum as set out in Section 4.3;
  - j. Contain Insurance Information as set out in Section 4.4;
  - k. Contain relevant technical information relating to the interface standard of the Access Seeker; and
  - l. Contain such other information that JCV may reasonably request.

#### 4.2 Creditworthiness Information

The Creditworthiness Information that is required to accompany an Access Request includes but shall not be limited to:

- i. A letter, signed by the Executive Director of the Access Seeker, stating the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any law applicable to it in any jurisdiction;
- ii. A copy of the Access Seeker's most recently published Audited Balance Sheet and Audited Profit and Loss Statement; and
- iii. Such other information as may be reasonably requested by JCV provided that such information is publicly available.

The Creditworthiness Information shall commensurate with as estimate of the value of the access to the Infrastructure Sharing to be provided by JCV to the Access Seeker over a ninety (90) day period.

#### 4.3 Security Sum

An Access Request shall be accompanied by a Security Sum. The Security that may be given by the Access Seeker may be in term of either:

- i. Bank Guarantee
- ii. Cash Sum

JCV is not obliged to consider entering into an Access Agreement with the Access Seeker pursuant to this RAO until the Access Seeker has amongst other things, provided (at the Access Seeker's costs) to JCV such Security Sum on term and conditions reasonably acceptable to JCV.

#### 4.4 Insurance Information

- i. Subject to Section 4.4.ii, and Access Request shall be accompanied by the following insurances:
  - a. Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed or in connection with the work covered by the Access Agreement that may be entered into and/or their dependents; and
  - b. Comprehensive General Liability Insurance of an amount which is not in excess of Ringgit Malaysia Five Million (RM 5,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into resulting in bodily injury and/or personal including death and property damage of an Access Seeker which may arise out of or in consequence of any acts or omissions of the Other Access Seeker. Such policy includes contractual liability.
- ii. For the purpose of clarification, the insurance provided by the Access Seeker pursuant shall commensurate with the reasonable sum which is to be agreed by JCV.

#### 4.5 Processing of Access Request

- i. Acknowledgement of Receipt of Access Request  
JCV shall, within ten (10) Business Days of receipt of the Access Request, inform the Access Seeker in writing that it has received the Access Request and:
  - a. Subject to Section 4.5.iv, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
  - b. Indicate whether it is willing to provide access to Infrastructure Sharing listed in the Access List Determination in accordance with this RAO. Subject to the additional information being received by JCV within twenty (20) Business Days from the date of request, JCV shall reconsider the Access Request in accordance with this Section 4.5.i.
  
- ii. Non-Refundable Processing Fee
  - a. Subject to Section 4.5.ii.b, JCV may charge an Access Seeker a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request.
  - b. The non-refundable processing fee is only applicable to requested Infrastructure Sharing listed in the Access List Determination that can be offered and made available by JCV.
  - c. In the event that additional and non-routine work is required in order to process the Access Request, JCV may charge a separate fee for undertaking such additional work. If the Access Seeker does not proceed with the Access Request accepted by JCV, the processing fee will not be refunded to the Access Seeker.
  
- iii. Resources Charge  
In accordance with Section 5.7.28 of the MSA Determination JCV may charge an Access Seeker a resource charge to be determined by reference to the costs incurred by JCV for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Infrastructure Sharing for the purpose of interconnection.
  
- iv. Request for Information  
JCV shall comply with Section 5.4.16 of the MSA Determination where it requests additional information from the Access Seeker pursuant to Section 4.5.i.a.

#### 4.6 Assessment of Access Request

- i. Reason of Refusal  
Without limiting any other grounds that may be relied upon under the Act, JCV may refuse to accept an Access Request for the supply of a Facility listed on the Access List Determination and accordingly may refuse to supply that Facility to the Access Seeker for any of the following reasons:
  - a. In JCV's reasonable opinion, the Access Seeker's Access Request was not made in good faith;

- b. In JCV's reasonable opinion, the Access Request does not contain the information reasonably required by this RAO provided that JCV has sought the information from the Access Seeker under Section 4.5.iv of this RAO and has not received that information within twenty (20) Business Days of making such request;
  - c. JCV does not currently supply or provide access to the requested Infrastructure Sharing listed in the Access List Determination to itself or to any third parties, except where the Access Seeker compensates JCV for the supply of access to such Infrastructure Sharing;
  - d. It is not technically feasible to provide access to the requested Infrastructure Sharing listed in the Access List Determination;
  - e. JCV has insufficient capacity to provide the requested Infrastructure Sharing listed in the Access List Determination;
  - f. There are reasonable grounds in JCV's opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Infrastructure Sharing listed in the Access List Determination; or
  - g. There are reasonable grounds for JCV to refuse access in the national interest.
- ii. **Determination of Technical Infeasibility**  
For the purpose of determining technical infeasibility in Section 4.6.i.d, the Access Seeker shall comply with Section 5.4.17 of the MSA Determination.
- iii. **Determination of Capacity Constraints**  
For the purpose of determining capacity constraints in Section 4.6.i, the Access Seekers shall comply with Section 5.4.17 of the MSA Determination.
- iv. **Assessment of Access Seeker Ability**
- a. To pay for supply of relevant Infrastructure Sharing listed in the Access List Determination. Examples of reasonable grounds for JCV's belief as mentioned in Section 4.6.i.f mentioned above include evidence that the Access Seeker is not in the reasonable opinion of JCV creditworthy.
  - b. To comply with terms and conditions applicable to the supply of relevant Infrastructure Sharing listed in the Access List Determination. Example of reasonable grounds for JCV's belief as mentioned in Section 4.6.i.g include repeated failure by the Access Seeker to comply with the terms and conditions on which the same or similar access to Infrastructure Sharing have been provided (whether or not by JCV).
- v. **Assessment of Creditworthiness**
- a. In determining the creditworthiness of the Access Seeker, JCV may have regard to, but is not limited to the matters referred to in Section 4.6.iv.b.
  - b. In determining the creditworthiness of the Access Seeker, JCV shall not take into account amounts outstanding for Infrastructure Sharing previously provided by JCV to the Access Seeker where, in

accordance with the terms and conditions governing the provision of such Facility or Service, the Access Seeker is not required to pay such amount to JCV to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to JCV and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

#### 4.7 Notification of Rejection to Access Seeker

- i. Where JCV rejects the Access Request, JCV shall:
  - a. Notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to Section 4.1, as the case may be;
  - b. Provide reason for rejection under Section 4.6 to the Access Seeker;
  - c. Provide the basis of JCV's rejection of the Access Request; and
  - d. Indicate a date and time, not later seven (7) Business Days from the date of the notice of rejection, at which representative of JCV will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request JCV to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in Section 4.6.i, JCV must identify when additional capacity is likely to be available.
- ii. Where the Access Seeker are unable to resolve their differences following the meeting held pursuant to Section 4.7.i.d, either Access Seeker may request resolution of the dispute in accordance with Annexure A of the MSA Determination.

#### 4.8 Acceptance of Access Request

- i. Where JCV agrees to provide access to Infrastructure Sharing listed in the Access List Determination to the Access Seeker in accordance with JCV's RAO, JCV shall within ten (10) Business Days of such respond under Section 4.5.i.b, provide the Access Seeker with two copies of the executed Site License Letter of Offer (LOO), for execution by the Access Seeker.
- ii. Where the Access Seeker wish to negotiate an Access Agreement, the Access Seeker shall comply with the requirements in Section 5.4.2, 5.4.4, 5.4.9, 5.4.9 of the MSA Determination in negotiating and concluding and Access Agreement.
- iii. JCV will not be taken to have agreed to acquire the requested Facility listed in the Access List Determination until:
  - a. A Security Sum has been provided in accordance with Section 4.1 and 4.3; and

An Access Agreement has been executed between the Access Seeker and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act.

## 5. SECTION E: PROVISION OF INFORMATION CHAPTER

- 5.1 The obligations of each Operator to provide information to the Other Operator are subject to the MSA Determination and the requirements of confidentiality imposed by JCV' RAO.
- 5.2 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Operator's respective License conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and the theft of the Operator's provided terminal equipment.
- 5.3 Information provided under this RAO may only be used for the purpose for which it was given, Personal Information about a Customer's credit worthiness, credit standing, and history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian Law.
- 5.4 If the information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use continues. The Operator will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 5.5 Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavors to obtain the consent of that third person.
- 5.6 After the Access Agreement comes into force an Operator must use its best endeavors not to enter into any contract which would prevent it from making information available to the Operator unless the contract includes a term which permits the contracting Operator to make the information available if the directed to do so by the Commission.

## 6. SECTION F: BILLING AND SETTLEMENT

Where relevant, the billing and settlement obligations set out in Section 5.11 of the MSA Determination shall be applicable.

- 6.1 Unless agreed otherwise between the Parties, the Access Provider shall Bill Charges in accordance with the billing cycle. Each Bill be:
  - i. State Charges in Ringgit Malaysia;
  - ii. Show Charges payable for the Service provided in the last preceding calendar month (the "Billing Period"); unless otherwise agreed with the Access Seeker in the Access Agreement;
  - iii. Be accompanied by information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in the Bill; and
  - iv. Be issued within 30 days following the Billing Period.
- 6.2 The Access Seekers shall, from time to time, inform each other of the mailing address/ email address and the department to which the Invoice should be sent to and also their respective bank account details for the purposes of enabling the other Access Seeker to make payment.
- 6.3 The Access Seekers shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement.
- 6.4 The Access Seeker must pay any amount due and owing to JCV on the Due Date unless otherwise agreed in writing by Operators.
- 6.5 All payments must:
  - i. be paid by electronic transfer to JCV or exceptionally, by cheque to the nominated account(s) of JCV if agreed by JCV;
  - ii. be accompanied by such information as is reasonably required JCV to properly allocate payments received, failing which JCV shall have the absolute discretion to allocate payments received to any amounts due and payable; and
  - iii. be paid on the Due Date unless otherwise agreed in writing by Operators.
- 6.6 Notwithstanding anything to the contrary, JCV shall be entitled to deduct or withhold such taxes, duties, levies or such other sums imposed by such governmental authorities ("said taxes") from any sum or sums due to the Access Seeker in the event JCV is required by law to pay the said taxes for and on behalf of the Access Seeker.
- 6.7 For the purpose of clarification, the Security Sum (if payable) does not relieve the Access Seeker from its obligations to pay amounts to JCV as they become due and payable, nor does it constitute a waiver of JCV right to suspend, disconnect, or terminate the relevant network services due to non-payment of any sums due or payable to JCV:
  - i. JCV shall be entitled to revise the Security Sum (if payable) and any security requirements a maximum of once in twelve (12) month period, if there is a

material increase in the credit risk to the Access Seeker due to changes in either or both of the circumstances under paragraphs 5.3.9(b)(i) and 5.3.9(b)(ii) of the MSA Determination and if JCV determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.

- ii. Where the Security Sum is revised pursuant to Section 6.7.i above, the Access Seeker shall within five (5) Business Days from the written request of JCV, deposit the new Security Sum with JCV in the manner specified in Section 4.3 of JCV' RAO;
  - iii. Where the Access Seeker deposit monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest-bearing account ("the said accounts") and any interest accrued thereon is held by JCV in addition to the Security Sum, JCV shall forward to the Access Seeker a statement of the said accounts annually.
- 6.8 The Security Sum deposited by the Access Seeker with JCV and any interest thereon shall only be used for the purposes set out in Section 6.7. JCV may at its discretion call upon or deduct the Security Sum at any time after the Due Date or upon breach of any of the Access Seeker's obligation. Such utilization or deduction of the Security Sum shall not be construed as set-off or counterclaim.
- 6.9 Upon termination of the Access Agreement the Security Sum deposited with JCV or parts thereof together with the interest thereon, (if any) shall be returned and/or refunded to the Access Seeker within sixty (60) days from the date of termination.
- 6.10 Where there is a Billing Dispute, the Access Seekers shall comply with the dispute resolution procedures in Annexure A of the MSA Determination.

## 7. SECTION G: TERMINATION

The Operators may enter into an Access Agreement for a term of no less than three (3) years from the execution date of the said Access Agreement.

### 7.1 Termination

Subject to Section 7.3, JCV may terminate an Access Agreement or part thereof if any of the circumstances referred to in Section 7.1 below apply and JCV has notified the Access Seeker of its intention to terminate the Access Agreement:

- i. The Access Seeker has materially breached the Access Agreement and JCV has notified the Access Seeker that it will terminate the said Agreement in no less than one (1) month if the Access Seeker does not remedy its breach by the end of that period; or
- ii. The Access Seeker is subject to a winding up order (whether compulsorily or voluntarily) or cease to trade in normal course of business or become insolvent or a receiving order has made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Seeker's assets are subject of any form distress or execution or any analogous insolvency event related to the Access Seeker has occurred in any jurisdiction; or
- iii. A Force Majeure has continued for a period of more than three (3) months.

JCV shall forward to the Commission a copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker. For clarification, a notice to be given under this Section 7.1 is in addition to the notice required under Section 7.3 of this RAO.

## 7.2 Suspension

Subject to Section 7.3 of this RAO, JCV may only suspend access to any Facilities and/or Services in the following circumstance:

- i. the Access Seeker's facilities materially and adversely affect the normal operation of JCV's Network, or are a material threat to any person's safety;
- ii. the Access Seeker's facilities or the supply of services pose an imminent threat to life or property of JCV, its employees or contractors;
- iii. the Access Seeker's facilities cause material, physical or technical harm to any other person;
- iv. where the Access Seeker has failed to pay invoices in accordance with Chapter 6 of this RAO (and subject to any right that the Access Seeker has under subsection 5.11 of the MSA Determination to dispute any amount in an Invoice);
- v. where the Access Seeker has failed to provide the new security amount as required under Section 6.8 (a) of this RAO;
- vi. where Force majeure applies; or
- vii. the Access Seeker breaches any laws, regulations, rule or standards which has a material and adverse effect on JCV of Facilities and/or Services.

## 7.3 Notice

Prior to terminating, suspending, or seeking to materially vary an Access Agreement or access to any Facilities and/or Services provided under it, JCV must notify the Commission in writing of the action JCV proposes to take and the reasons why it considers such action is appropriate. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination or material variation. JCV:

- i. shall only give effect to the proposed termination, suspension or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any). The Commission will endeavor to respond to JCV's notice within ten (10) Business Days or such period that the Commission considers as reasonable;
- ii. must not give effect to the proposed termination, suspension or material variation unless JCV has received written consent from the Commission to such termination, suspension or material variation; and
- iii. shall take all steps practicable to minimize disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Facilities and/or Services provided under it.

## 7.4 Undertakings

If the parties to an Access Agreement adopt the terms and conditions specified in an undertaking that has been registered with the Commission in accordance with the Act, the parties must notify the Commission within five (5) Business Days of such adoption.

In such circumstances, the terms and conditions of the Access Agreement will continue to be in force for the remainder of the term of that Access Agreement, even if the Access undertaking is withdrawn or expired prior to the expiry of that term.

#### 7.5 Upfront Charges Refund

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

#### 7.6 Deposits and Guarantees

Notwithstanding the obligation in Section 7.5, JCV shall:

- i. Within two (2) months if termination if the Access Agreement refund to the Access Seeker any deposit paid (without interest) provided all other amounts payable by the Access Seeker to JCV have been paid; and
- ii. Immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amount payable by the Access Seeker to JCV as at the date of termination.

#### 7.7 Intellectual Property Rights

The Operators agree not to use any patent, trade mark, trade name, house mark, service mark, designs, copyright, database rights, know-how and any other type of intellectual property rights belonging to the Other Operator or any of its affiliates without the prior written consent of the Other Operator for purposes including but not limited to any advertising, publicity release or sales presentations.

#### 7.8 Governing Law

This RAO shall be governed by and interpreted in accordance with the laws of Malaysia.

#### 7.9 Assignment

Neither Operator shall be entitled to assign, transfer or novate any of its rights, obligations or liabilities without the prior written consent of the other Operator.

## 8. SECTION H: SERVICE DESCRIPTION

### 8.1 INFRASTRUCTURE SHARING

the terms and conditions which are applicable to Infrastructure Sharing.

- i. Pre-requisites for Applying for Infrastructure Sharing  
JCV shall not be obliged to provide to Access Seeker Infrastructure Sharing for the Designated and Associated Tower Sites, unless:
  - a. JCV is the legal owner of the tower;
  - b. The Access Seeker has the appropriate license from the relevant authorities to operate the Service for the purpose for the equipment is to be installed; and
  - c. There is no space constraint.

ii. Infrastructure Sharing

JCV agrees to provide Infrastructure Sharing at the designated tower or rooftop to the requesting Access Seeker in accordance with the terms of Access Agreement initially entered into between JCV and another Access Seeker. The terms and conditions for technical matters are also spelled out in the Access Agreement.

Infrastructure Sharing at a Designated Tower / Rooftop or agreed between the Access Seeker, shall be for an Initial Period of ten (10) years with an option to renew for three (3) successive terms of three (3) years each, up to a maximum of nine (9) years (“Renewal Term”).

The term of the Infrastructure Sharing shall commence on the date (“Handover Date”)

- a. The Access Seeker agrees to commence Infrastructure Sharing
- b. The Access Seeker takes physical possession of the shared space (“Shared Space”) at the Designated Tower/Rooftop or Associated Tower Site, after JCV has handover the site.

iii. Access Seeker Obligation

- a. The Access Seeker shall be responsible for and bear the cost of all electricity utilized by the Access Seeker at the Shared Space. JCV shall provide the access for power supply and assist the Access Seekers’ for its own individual meter.
- b. Installation of Equipment: The Access Seeker shall only be permitted to install its equipment, system and/or devices on the Shared Space and shall not be permitted to install any other Operator’s equipment, system and/or devices on the Shared Space without the prior written approval of JCV.
- c. Safety, Health and Security Procedures: The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 (“OSHA”). These provisions include the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA. The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents and are required to report any incidents including but not limited to accidents as a result of their works to JCV within twenty-four (24) hours from the time of occurrence. The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by JCV from time to time on site access and security procedures with respect to access to and use of the Shared Space. Further the Access Seeker shall ensure the security of its Shared Space is such that no unauthorized person shall enter the Shared Space.

- d. Sub-letting and Assignment: The Access Seeker shall not at any time sub-let, assign or lease the Shared Space to others.

## 8.2 ACCESS CHARGES

- i. License Fee for Vacant Tower Space

No	Site Type	(Rm) Per Site/month
1	18m pole	3,800 – 4,000
2	30m pole	3,800 – 4,000

- ii. License Fee for Rooftop Space

No	Site Type	(Rm) Per Site/Month
1	Rooftop	3,800 – 4,000

- iii. Additional Charges

No	Equipment	Charge (RM) Per Site/Month
1	Microwave disc (per unit)	500
2	Additional Antenna (per unit)	500
3	Additional RRU (per set)	500
4	Additional Fiber Access	500

Other structure requests by the Access Seeker shall be negotiated separately with the Access Provider.

## 8.3 OPERATIONS AND MAINTENANCE

the operations and maintenance procedures that are applicable in relation to the Services as listed in the JCV. Where relevant, the operations and maintenance obligations set out in Section 5.15 of the MSA Determination shall be applicable.

- i. Operations and Maintenance Standard: Each Access Seeker shall be responsible for the operations and maintenance of its own Infrastructure Sharing and Network Services.
- ii. Maintenance Procedures and Practices: Each Access Seeker shall on its own establish the recommended maintenance procedures for maintaining and servicing its own Infrastructure Sharing or Network Services.
- iii. Fault Management: The Access Seeker will manage their own Network to minimize disruption to Services and in the event of interruption or failure of any service, will restore those services as soon as it reasonably practical.
- iv. Network Monitoring: Each Access Seeker is responsible for monitoring of alarms belonging to its own Network.

---THE END---