



REFERENCE ACCESS OFFER (RAO)

Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 2 of 2015) and the Malaysian Communications and Multimedia Commission Determination on Mandatory Standard On Access, (Determination No. 3 of 2016).

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(With effect from 1st Jan 2017)

Reference Access Offer

CHAPTER 1 – INTRODUCTION, BACKGROUND AND SCOPE

1.1 Introduction

1.1.1 This Access Reference is made by Stealth Solutions Sdn Bhd (Company No: 653711-W), a Company incorporated under the Laws of Malaysia and having its registered office at Unit B-5-21, Pusat Perdagangan Pelangi Square, Persiaran Surian, 47800, Selangor pursuant to Section 5.1.1 of the Mandatory Standard on Access (MSA).

1.1.2 This Access Reference Document is hereby referred to as Stealth Solutions' RAO

1.2 Background

1.2.1 Following the issuance of the Malaysian Communications and Multimedia Commission Determination on Access List, Determination No. 2 of 2015 and the Malaysian Communications and Multimedia Commission Determination on Mandatory Standard On Access, Determination No. 3 of 2016

1.2.2 MSA Determination Obligations

a) The MSA Determination deals with access to network Facilities Services included in the Access List and sets out the obligations that apply to Access Seekers concerning various access issues which include:

- (i) Disclosure obligations;
- (ii) Negotiation obligations;
- (iii) Content obligations;
- (iv) Service Specific Obligations.

- b) Disclosure obligations are as set out in Section 5.3 of the MSA Determination
- c) Negotiation obligations are as set out in Section 5.4 of the MSA Determination
- d) Content obligations are as set out in Section 5.5 of the MSA Determination

1.3 Scope of Stealth Solutions' RAO

1.3.1 Stealth Solutions is a licensed individual network facilities services provider under the Act. Pursuant to the licence, Stealth Solutions may offer network facilities, services within Malaysia.

1.3.2 Pursuant to Section 5.3.2 of the MSA Determination, Stealth Solutions is obliged to prepare and maintain an **Reference Access Offer** in relation to network facilities on the Access List which Stealth Solutions provides to itself or third parties.

1.3.3 Stealth Solutions' RAO:

- a) Contains all the terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
- b) Does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

1.3.4 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to Stealth Solutions' RAO

1.3.5 Stealth Solutions consider Stealth Solutions' RAO to be consistent with:

- a) The standard access obligations stipulated under Section 5.3.3 of the MSA Determination and Section 149 of the Act; and

- b) The principals of the non-discrimination stipulated under section 4.1.5 and 4.1.6 of the MSA Determination.
- 1.3.6 This Stealth Solutions' RAO shall be deemed to be an offer to enter into a legally binding agreement. Pursuant to Section 2.2.2 MSA Determination, Stealth Solutions' RAO shall be capable of being signed as an Access Agreement or further negotiated by the Stealth Solutions and Access Seeker.
- 1.3.7 Stealth Solutions' RAO has no effect on contractual agreements for the supply of facilities by Stealth Solutions 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.
- 1.3.8 Stealth Solutions's RAO includes all the terms and conditions that Stealth Solutions will require in an Access Agreement, including all the services provided by Stealth Solutions pursuant to the Access List.
- 1.3.9 Stealth Solutions shall not refuse to enter into an Access Agreement with any Access Seeker on the terms of Stealth Solutions's RAO.
- 1.3.10 Subject to Section 4.6.1 of this RAO, Stealth Solutions shall be entitled to refuse to enter into an Access Agreement if :
- (a) the Access Seeker is deemed not to be agreeable with Stealth Solutions' RAO; or
 - (b) make unreasonable request or terms pursuant to Section 4.1.2, 4.1.3 and 4.1.4 of the MSA.

1.4 Amendments to Stealth Solutions' RAO

1.4.1 Stealth Solutions shall within twenty (20) Business Days of making any amendment to the Stealth Solutions' RAO, provide a copy of the amendments, or an amended copy of Stealth Solutions' RAO to:

- a) the Access Seeker who is being provided with access to network facilities listed on the Access List under Stealth Solutions' RAO; and
- b) The Access Seeker who has requested Stealth Solutions' 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.

For clarification :

- i. nothing in subsection 1.4.1 of this Stealth Solutions's RAO prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by an Access Provider 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 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 wid be deemed to alter the relevant terms and conditions of that Access Agreement. However, if the Access Seeker disputes the change to the existing RAO, no amendments to the Access

Agreement will be deemed to occur unless and until such dispute is resolved in favour of Stealth Solutions.

1.5 Notice of Withdrawal, Replacement and Variation of Stealth Solutions' RAO

1.5.1 If the Commission revokes, varies or replaces the Access List Determination relating to the network facilities in accordance to the Access List under Section 56 of the Act, Stealth Solutions may, by giving written notice to all Access Seekers to whom it is supplying network facilities under Stealth Solutions' RAO, withdraw or replace Stealth Solutions' RAO with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.

1.5.2 Stealth Solutions shall comply with Section 6.4.2 and 6.4.3 of the MSA Determination where it is given written notice pursuant to Section 1.5.1 above.

1.5.3 In addition to Section 1.5.2 above, Stealth Solutions may give the Access Seekers to whom it is supplying network facilities services under Stealth Solutions' RAO to effect such variations that are necessary or appropriate in the event of:

- a) the occurrence of a Legislative Event that materially affects the rights or obligations of Stealth Solutions under Stealth Solutions' RAO; or
- b) the occurrence of a Regulatory Event that relates too Stealth Solutions; or
- c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination.

- 1.5.4 Notwithstanding Section 1.5.1, 1.5.2 and 1.5.3 above, Stealth Solutions may subject to Section 1.4 above, replace Stealth Solutions' RAO at anytime.
- 1.6 Availability
- 1.6.1 Stealth Solutions' RAO shall be made available to an Access Seeker:
- a) on written request, at Stealth Solutions' principle place of business; and
 - b) on a publicly accessible website at www.stealthsolutions.com.my.
- 1.6.2 Prior to the provision of Stealth Solutions' RAO to the Access Seekers, the Access Seekers shall be required to enter into a Confidentiality Agreement which shall be made separately.

CHAPTER 2 – DEFINITION AND INTERPRETATION

- 2.1 The following words have these meanings in this Stealth solutions' 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 Stealth Solutions 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. 1 of 2005; which came into operation on 1st July 2005 read together with the Variation to Commission Determination on Access List (Determination No. 1 of 2005), Determination No. 1 of 2009 and Determination No.2 of 2015 which came into force on 1st September 2015.

“Access Request” means a request for access to Facilities on the Access List Determination made by the Access seeker to Stealth Solutions and containing the information in Section 4.1.3.

“Access Seeker” means an Access Seeker who;

- a) 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
- b) 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 the Stealth Solutions' RAO that are provided by Stealth Solutions 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

“Bank Guarantee” means the guarantee executed and to be granted to Stealth Solutions on behalf of the Access Seeker by a bank approved by Stealth Solutions pursuant to Section 4.3

“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 or Service is measured for the purpose of billing as contemplated in Chapter 6, which shall be no more than thirty one (31) days and in accordance with the relevant calendar month, unless otherwise agreed between the Access Seekers.

“Business Day” means a day on which banks are open for general banking business in Kuala Lumpur, Wilayah Persekutuan, other than a Saturday and Sunday or a public holiday.

“Charges” means the sums payable by the Access Seeker to Stealth Solutions 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 Communication 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 5.3.7 of the MSA Determination.

“Creditworthiness Information” means the information required by Stealth Solutions to assess the creditworthiness of the Access Seeker which is more particularly described in Section 4.2 of Stealth Solutions' 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.

“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 **Part I of Schedule A**

“Insurance Information” means the insurance information required by Stealth Solutions 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

“Letter of Undertaking” refers to the letter in the form set out in **Part II of Schedule C** by the Access Seekers to Stealth Solutions where, upon receipt of such Letter of Undertaking, Stealth Solutions shall acknowledge and thereafter execute the work commencement in relation to an infrastructure Project as Facilities.

“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 according to the payment structure pursuant to the Master Agreement set out in **Schedule B** and as recorded in the relevant Letter of Offer in **Part III of Schedule C**

“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

“Master Agreement” means the main Agreement entered between Stealth Solutions and the Access Seeker (that has confirmed the demand for utilization of facilities services once Access Request is established and agreed upon)

“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 Stealth Solutions to the Access Seeker for a ninety (90) days period.

“Minister” means the Minister of Energy, Communications and Multimedia or, if different, the Minister administering the Act

“Other Access Seeker” means either Stealth Solutions; or the Access Seeker, as the context requires

“Regulatory Event” means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of the lawful direction to Stealth Solutions by the Commission relating to Stealth Solutions' RAO; or
- (c) the giving of lawful direction to Stealth Solutions by the Minister relating to Stealth Solutions' RAO

"Review" means a review of the MSA Determination pursuant to Section 6.5 of the MSA Determination

"RM" means Ringgit Malaysia which shall be the monetary currency used by Stealth Solutions' RAO unless otherwise provided

"Security Sum" means the security, either in the form of a Bank Guarantee or cash, deposited with Stealth Solutions 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

"Stealth Solutions" means Stealth Solutions Sdn Bhd and in Stealth Solutions' RAO, is Stealth Solutions unless otherwise stated

2.2 In Stealth Solutions' RAO except where the contrary intention appears;

- a) the singular includes the plural and vice versa; and

- b) a document includes all amendments or supplements to that document, or replacements or novations of it; and
- c) 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
- d) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
- f) 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
- g) a reference to a related body corporate of an Access Seeker has the same meaning as in the Companies Act 1965; and
- h) a reference to a third person is a reference to a person is a reference to a person who is not a party to this RAO; and
- i) headings are included for convenience and do not affect the interpretation of Stealth Solutions' RAO

CHAPTER 3 – PRINCIPLES OF ACCESS

3.1 Services

- 3.1.1 Stealth Solutions' RAO applies only to Facilities listed on the Access List Determination
- 3.1.2 The service description for each of the Facilities is set out in Schedule A
- 3.1.3 Access Seekers Planning Information are set out in Schedule B
- 3.1.4 Charging Principle are set out in Schedule C

3.2 Eligibility for Access to Service

- 3.2.1 For the purposes of clarification, consistent with Government policy and Determinations by the Commission (and by its predecessors) an Access seeker may only request for access to any or all the of the Facilities listed in the Access List Determination which are set out in Stealth Solutions' RAO where the Access Seeker has been granted (i) an individual network facilities provider license, and (ii) and individual network services provider license and (iii) an individual content application services provider license, and such individual licenses are not limited or restricted from those detailed in the *Communications and Multimedia (Licensing Regulations 2000*, as amended in any way):
 - (a) by the reference to the type of network facilities, network services and/or content applications services that can be provided; and
 - (b) by geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and or content applications services

An Access Seeker may not request for access to the Facilities listed in the Access List Determination where the requested Facilities are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.

Consistent with Government policy and Determinations by the Commission (and its predecessors), where Stealth Solutions provides the Access Seeker with access to the Facilities listed in the Access List Determination, the charges for the requested Facilities shall be negotiated between the Access Seekers.

3.3 Principles of Access

3.3.1 Stealth Solutions shall subject to Section 3.2, if requested to do so by an Access Seeker through an Access Request, supply a Facility listed in the Access List Determination to the Access Seeker on reasonable terms and conditions to be entered separately between the parties

3.3.2 In supplying a Facility listed in the Access List Determination, Stealth Solutions must treat an Access Seeker on the non-discriminatory basis as required by the Standard Access Obligations in relation to the Supply of a Service

3.3.3 Principles of non-discrimination

As required by subsection 149(2) of the Act, an Access Provider must provide access to those Facilities and/or Services specified in the Access List Determination, and such access must be:

- (a) of at least the same or more favourable technical standard and quality as the technical standard and quality provided for itself on the Access Providers Facilities and/or Services; and
- (b) provided on an equitable and a non-discriminatory basis.

3.3.4 No exclusivity and no restriction on resale

- (a) An Access Provider must not, in relation to the supply of a Facility and/or Service, include a term or condition in an Access Agreement preventing an Access Seeker from acquiring the same or any other Facility and/or Service from another Operator.
- (b) An Access Provider must not, in relation to the supply of a Facility and/or Service, include a term or condition in an Access Agreement preventing an Access Seeker from re-supplying that Facility and/or Service to any person.

3.3.5 Customer Principles

- (i) Stealth Solutions shall observe and comply with the customer relationship principles set out in Section 4.3 of the MSA Determination

CHAPTER 4 – ACCESS REQUEST PROCEDURES

4.1 Application for Access to Services

4.1.1 an Access Seeker shall request Stealth Solutions to supply Facilities listed in the Access List Determination to it by serving an Access Request to Stealth Solutions

4.1.2 the purpose of such Access Request is to provide Stealth Solutions with sufficient information to assess the Access Seeker's request for the supply of Facilities listed in the Access List Determination under Stealth Solutions' RAO

4.1.3 The Access Request must:

- a) contain the name and contact details of the Access Seeker;
- b) specify the Facilities listed in the Access List Determination in respect of which access is sought;
- c) indicate whether the Access Seeker wishes to accept Stealth Solutions' RAO or negotiate an Access Agreement;
- d) contain the information (if any) as set out in Section 5.3.7 of the MSA Determination that the Access Seeker reasonably requires Stealth Solutions to provide for the purposes of the access negotiations;
- e) contain two (2) copies of Confidentiality Agreement properly executed by the Access Seeker in the form prescribed by Stealth Solutions in Annexure 1;
- f) specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to Stealth Solutions' disclosed provisioning cycle as described in Part I and Part V of Schedule C;

- g) 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 Stealth Solutions' Network;
- h) 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;
- i) 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;
- j) contain Creditworthiness Information as set out in Section 4.2;
- k) be accompanied by a Security Sum as set out in Section 4.3, if required;
- l) contain Insurance Information as set out in Section 4.4;
- m) contain relevant technical information relating to the interface standards of the Access Seeker;
- n) contain preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request; and
- o) contain such other information that Stealth Solutions may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.

4.2 Credit Worthiness Information

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

- a) 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 laws applicable to it in any jurisdiction
- b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
- c) such other information as may be reasonably requested by Stealth Solutions provided that such information are information which are publicly available

4.2.2 the Creditworthiness Information shall commensurate with an estimate of the value of the access to the Facilities to be provided by Stealth Solutions to the Access Seeker over a ninety (90) day period

4.3 Security Sum

4.3.1 Stealth Solutions may request a Security Sum from the Access Seeker in the event that the Access Seeker is deemed to present a credit risk. The Security that may be given by the Access Seeker may be in term of either:

- a) Bank Guarantee; or
- b) Cash Sum

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

4.4 Insurance Information

4.4.1 Subject to Section 4.4.2, an 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 dependants; and
- b) Comprehensive General Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into 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 shall include contractual liability

4.4.2 For the purpose of clarification, the insurance provided by the Access Seeker pursuant to Section 4.4.1 shall commensurate with the reasonable sum which is to be agreed by Stealth Solutions

4.5 Processing of Access Request

4.5.1 Acknowledgement of Receipt of access request

Stealth Solutions 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 4.5.3, 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 Facilities listed in the Access List Determination in accordance with Stealth Solutions' RAO

Subject to the additional information being received by Stealth Solutions within ten (10) Business Days from the date of request, Stealth Solutions shall reconsider the Access Request in accordance with this Section 4.5.1 upon receipt of such additional information

4.5.2 Non-refundable processing fee

- a) Subject to clause (b) of Section 4.5.2, Stealth Solutions 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 facilities listed in the Access List Determination that can be offered and made available by Stealth Solutions
- c) in the event that additional and non-routine work is required in order to process the Access Request, Stealth Solutions may charge a separate fee for undertaking such additional work. If the Access Seeker does not proceed with the Access Request accepted by Stealth Solutions, the processing fee will not be refunded to the Access Seeker.

4.5.3 Resources charge

In accordance with Section 5.7.28 of the MSA Determination Stealth Solutions may charge an Access Seeker a resources charge to be determined by reference to the costs incurred by Stealth Solutions for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities for the purposes of interconnection.

4.5.4 Request for information

Stealth Solutions shall comply with Section 5.4.16 of the MSA Determination where it requests additional information from the Access Seeker pursuant to Section 4.5.1 (a).

4.6 Assessment of Access Request

4.6.1 Reasons for Refusal

Without limiting any other grounds that may be relied upon under the Act, Stealth Solutions 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 Stealth Solutions' reasonable opinion, the Access Seeker's Access Request was not made in good faith;
- b) in Stealth Solutions' reasonable opinion, the Access Request does not contain the information reasonably required by Stealth Solutions' RAO provided that Stealth Solutions has sought the information from the Access Seeker under

Section 4.5.1 of Stealth Solutions' RAO and has not received that information within twenty (20) Business Days of making such a request;

- c) Stealth Solutions does not currently supply or provide access to the requested Facilities listed in the Access List Determination to itself or to any third parties, except where the access Seeker compensates Stealth Solutions for the supply of access to such Facilities;
- d) It is not technically feasible to provide access to the requested Facilities listed in the Access List determination;
- e) Stealth Solutions has insufficient capacity to provide the requested Facilities listed in the Access List Determination;
- f) There are reasonable grounds in Stealth Solutions' opinion to believe that the Access Seeker would fail to make timely payment for the supply of the relevant Facility listed in the Access List Determination;
- g) There are reasonable grounds in Stealth Solutions' 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 Facilities listed in the Access List Determination; or
- h) There are reasonable grounds for Stealth Solutions to refuse access in the national interest

4.6.2 Determination of technical infeasibility

For the purpose of determining technical infeasibility in section 4.6.1(d), the Access Seekers shall comply with Section 5.4.17 of the MSA Determination

4.6.3 Determination of capacity constraints

For the purpose of determining capacity constraints in Section 4.6.1(e), the Access Seekers shall comply with Section 5.4.18 of the MSA Determination

- 4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Facilities listed in the Access List Determination

Examples of reasonable grounds for Stealth Solutions' belief as mentioned in **Section 4.6.1(f)** mentioned above include evidence that the Access Seeker is not in the reasonable opinion of Stealth Solutions creditworthy

- 4.6.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Facilities listed in the Access List Determination

Examples of reasonable grounds for Stealth Solutions' belief as mentioned in **Section 4.6.1(g)** include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Facilities have been provided (whether or not by Stealth Solutions)

- 4.6.6 Assessment of Creditworthiness

- a) in determining the creditworthiness of the Access Seeker, Stealth Solutions may have regard to, but is not limited to the matters referred to in **Section 4.2**
- b) in determining the creditworthiness of the Access Seeker, Stealth Solutions shall not take into account amounts outstanding for Facilities previously provided by Stealth Solutions 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 amounts to Stealth Solutions to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to Stealth

Solutions and the Access Seeker is relying on such terms and conditions as basis for its non-payment

4.7 Notification of Rejection to the Access Seeker

4.7.1 Where Stealth Solutions rejects the Access Request, Stealth Solutions 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 4.5.1, as the case may be;
- b) provide reasons for rejection under Section 4.6 to the Access Seeker;
- c) provide the basis for Stealth Solutions' 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 representatives of Stealth Solutions 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 Stealth Solutions to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in section 4.6.1(e), Stealth Solutions must identify when additional capacity is likely to be available.

4.7.2 Where the Access Seekers are unable to resolve their differences following the meeting held pursuant to Section 4.7.1(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

4.8.1 Where Stealth Solutions agrees to provide access to Facilities listed in the Access List Determination to the Access Seeker in accordance with Stealth Solutions' RAO, Stealth

Solutions shall within ten (10) Business days of such respond under **Section 4.5.1(b)**, provide, the Access Seeker with two copies of the executed Model Access Agreement, for execution by the Access Seeker and one (1) copy of the executed confidentiality agreement which has been duly executed by the Access Seeker.

4.8.2 Where the Access Seeker wish to negotiate an Access Agreement, the Access Seekers shall comply with the requirements in Sections 5.4.2, 5.4.4, 5.4.9 and 5.4.15 of the MSA Determination in negotiating and concluding an Access Agreement.

4.8.3 Stealth Solutions will not be taken to have agreed to acquire the requested Facility listed in the Access List Determination until:

- (a) if a security sum is deemed to be required from an Access Seeker, the security sum has been provided in accordance with Section 4.1 and 4.3; and
- (b) an Access Agreement has been executed between the Access Seekers and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act.

4.9 Fast-track application and agreement

4.9.1 Notwithstanding and as an alternative process to that set out in subsections 5.4.1 to 5.4.18 of the MSA, Stealth Solutions shall make available a fast-track application and agreement process for Access Seekers based on the following principles:

- (a) the fast-track process shall be limited to the criteria set out by the Stealth Solutions in accordance with subsection 5.421 of the MSA;
- (b) the fast-track application form:

- i. shall be limited to gathering information from the Access Seeker as set out in paragraphs 5.4.6(a) and 5.4.6(b) of this Standard;
- and
- ii. in respect of any requirement to provide security, shall set out a process for determining the required security sums under subsection 5.3.9 of the MSA within five (5) Business Days of the Access Provider's receipt of a fast-track application;
- (c) Stealth Solutions may only refuse the Access Seeker's fast-track application for the reasons set out in paragraphs 5.4.11 5.4.1 1(e) or 54.11(f) of this Standard;
- (d) the fast-track agreement between the Access Provider and the Access Seeker must be on the terms of the Access Provider's RAO; and
- (e) within ten (10) Business Days of Stealth Solutions's receipt of a fast- track application, the Access Provider must:
- i. provide the Access Seeker with two (2) copies of the RAO executed by the Access Provider, or a notice of refusal that sets out the grounds for refusal under paragraph 5.4.20(c) of the MSA (including the basis on which those grounds apply); and
 - ii. provide the Commission with a copy of the response at the same time that it provides the response to the Access Seeker under paragraph of this Standard.

4.9.2 Principles for setting up fast-track process

Stealth Solutions shall set up, and publish on its publicly accessible website, the criteria on which Access Seekers will be eligible for the fast-track application and agreement process according to the following principles:

- (a) the criteria must be determined and applied by Stealth Solutions on a non-discriminatory basis;
- (b) the fast-track process may be limited to the supply of Facilities and/or Services to the extent that such supplies do not have a material impact on the Access Providers current level of network resources; and
- (c) the Facilities and/or Services which may be the subject of a fast track application may be limited to Fixed Network Termination Service, Mobile Network Termination Service, Transmission Services, Interconnect Link Service, HSBB Network Services, Digital Subscriber Line Resale Service and ANE.

CHAPTER 5 – PROVISION OF INFORMATION

- 5.1 the obligations of each Access Seeker to provide information to the Other Access Seeker are subject to the MSA Determination and the requirements of confidentiality imposed by Stealth Solutions' RAO.
- 5.2 to the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Access Seeker's respective License conditions,

the Access Seekers will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Access Seeker's respective Communications Services and the theft of the Access Seeker's provided terminal equipment.

- 5.3 information provided under Stealth Solutions' 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 Access Seeker for any purpose other than the purpose for which it was given, the providing Access Seeker may deny the recipient Access Seeker 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 Access Seekers will cooperate to resolve the providing Access Seeker's reasonable concerns so that information exchange can be resumed as soon as possible.
- 5.5 a) subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Access Seeker at any time to disclose to the Other Access Seeker 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 Access Seeker holding the information must use its reasonable endeavours to obtain the consent of that third person.

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

CHAPTER 6 – BILLING AND SETTLEMENT

- 6.1 Where relevant, the billing and settlement obligations set out in Section 5.11 of the MSA Determination shall be applicable
- 6.2 The Access Seekers shall, from time to time, inform each other of the mailing 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. All Invoices shall be delivered by hand or post (either registered mail or courier)
- 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 the Stealth Solutions on the Due Date unless otherwise agreed in writing by both Access Seekers
- 6.5 All payments must:
 - a) be paid by electronic transfer to Stealth Solutions or exceptionally, by cheque to the nominated account(s) of Stealth Solutions if agreed by Stealth Solutions;

- b) be accompanied by such information as is reasonably required Stealth Solutions to properly allocate payments received, failing which Stealth Solutions shall have the absolute discretion to allocate payments received to any amounts due and payable; and
 - c) be paid on the Due Date unless otherwise agreed in writing by both Access Seekers
- 6.6 All invoices shall be stated in ringgit Malaysia and payment must be made in Ringgit Malaysia
- 6.7 Notwithstanding anything to the contrary, Stealth Solutions 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 Stealth Solutions is required by law to pay the said taxes for and on behalf of the Access Seeker
- 6.8 For the purpose of clarification, the Security Sum (if payable) does not relieve the Access Seeker from its obligations to pay amounts to Stealth Solutions as they become due and payable, nor does it constitute a waiver of Stealth Solutions right to suspend, disconnect, or terminate the relevant network services due to non-payment of any sums due or payable to Stealth Solutions
- a) Stealth Solutions shall be entitled to revise the Security Sum (if payable) in any of the following event:
 - (i) where, in the reasonable opinion of Stealth Solutions, the amount of the Security Sum is less than the Minimum Value calculated over a ninety (90) days period determined by Stealth Solutions;

- (ii) where, in the opinion of Stealth Solutions, there is a material change in circumstances in relation to the Access Seeker's Creditworthiness. In such cases, Stealth Solutions may request for additional security in addition to the Minimum Value to sufficiently and reasonably mitigate its risk in providing the relevant Facilities and/or Services listed on the Access List Determination to the Access Seeker. For clarification, material change in circumstances includes, but is not limited to, failure to pay on the Due Date in respect of three (3) invoices rendered in the preceding six (6) months, so long as those amounts have not been disputed in good faith;
 - (iii) upon the provisioning of new or additional Facilities to the Access Seeker;
and
 - (iv) at each subsequent anniversary from the Commencement Date;
 - c) Where the Security Sum is revised pursuant to Section 6.9 (a) above, the Access Seeker shall within five (5) Business Days from the written request of Stealth Solutions, deposit the new Security Sum with Stealth Solutions in the manner specified in Section 4.3 of Stealth Solutions' RAO
- c) 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 Stealth Solutions in addition to the Security

Sum, Stealth Solutions shall forward to the Access Seeker a statement of the said accounts annually.

- 6.9 a) The Security Sum deposited by the Access Seeker with Stealth Solutions and any interest thereon shall only be used for the purposes set out in Section 6.8. Stealth Solutions 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.
- b) Upon termination of the Access Agreement the Security Sum deposited with Stealth Solutions or part s 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; and

6.10 Billing Dispute Procedures

- a) Where there is a Billing Dispute, the Access Seekers shall comply with the dispute resolution procedures in **Annexure A of the MSA Determination**.

CHAPTER 7 - TERMINATION

7.1 Termination Obligations

This Access Agreement may be terminated or part thereof if any of the following circumstances apply and Stealth Solutions has notified the Access Seeker of its intention to terminate the Access Agreement:-

- a) The Access Seeker has materially breached the Access Agreement such breach shall have persisted for a period of thirty (30) days without correction and shall have caused Stealth Solutions inability to operate; or in the reasonable opinion of the non-breaching Party, the economic objective of the non-breaching Party shall have suffered or the non-breaching Party shall have sustained material risks or losses due to such breach;
- b) The Access Seeker is subject to winding up order; or
- c) A Force Majeure event have persisted for ninety (90) days;

Stealth Solutions shall forward to the Commission a copy of the notice of termination to the Access Seeker.

7.2 Approval

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

SCHEDULE A

SERVICE DESCRIPTION

PART I – INFRASTRUCTURE SHARING

1. General

1.1 Part I of schedule A sets out the terms and conditions which are applicable to Infrastructure Sharing.

2. Pre-Requisites for Applying for Infrastructure Sharing

2.1 Stealth Solutions shall not be obliged to provide to Access Seeker Infrastructure Sharing for the Designated and associated Tower Sites unless :

- a) Stealth Solutions is the legal owner of the tower
- b) The Access Seeker has the appropriate licences 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

3. Infrastructure Sharing

3.1 Stealth Solutions agrees to provide Infrastructure Sharing at the designated tower to the requesting Access Seekers in accordance with the terms of **Master Agreement** initially entered into between Stealth Solutions and other Access Seeker. The terms and conditions for **technical matters** are also spelled out in the said **Master Agreement**.

3.2 The Access Seekers shall publish on its website and keep updated a list of the Designated Tower leased from Stealth Solutions.

3.3 Duration of Infrastructure Sharing

- 3.3.1 Infrastructure Sharing at a designated Tower or agreed between the Access Seekers, shall be for an Initial Period of five (5) years with an option to renew for three (3) successive terms of five (5) years each up to a maximum of fifteen (15) years (“Renewal Term”).
- 3.3.2 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 or Associated Tower Site, after informing Stealth Solutions the exact location of the equipment/antenna.

4. Access Seeker’s Obligations

- 4.1 The Access Seeker shall be responsible for and bear the cost of all electricity utilized by the Access Seeker at the Shared Space. Stealth Solutions shall provide the access for power supply and assist the Access Seekers for its own individual meter.
- 4.2 Installation of Equipment
- 4.3 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 party’s equipment, system and/or devices on the Shared Space without the prior written approval of Stealth Solutions
- 4.4 Safety and health and Security Procedures

4.5 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.

4.6 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 Stealth Solutions within twenty four (24) hours from the time of the occurrence.

4.7 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by Stealth Solutions 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.

4.8 Sub-letting and Assignment

The Access Seeker shall not at any time sub-let, assign or lease the Shared Space to the others.

5. Forecast

5.1 Stealth Solutions shall only request Forecasts where:

- 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.

6 Processing of Order for Infrastructure Sharing

- 6.1 Stealth Solutions shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.
- 6.2 Stealth Solutions must notify an Access Seeker that an Order for Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:
 - (a) issuing the Notice of Receipt in respect of the Order, where Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of the MSA; or
 - (b) providing the Access Seeker with the result of post-Order Service Qualification where the Access Provider has undertaken post-Order Service Qualification Order under subsection 5.7.8 of the MSA.

7 Indicative Delivery Timeframe

- 7.1 Indicative Delivery Timeframe shall be for a term of forty (40) business days and shall commence from the Notice of Acceptance or confirmation of the Order under subsection 5.7.14 of the MSA.

8 Billing Cycle

- 8.1 The Billing Cycle for Infrastructure Sharing will be one (1) year in advance for the first year and quarterly in advance for subsequent years.

9 Physical Access

9.1 Stealth shall allow an Access Seeker, its nominated employees and/or contractors to physically access Stealth's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself where:

- a) Stealth Solutions is required to fulfil an Order for Infrastructure Sharing; or
- b) for the Access Seeker to perform operations or maintenance activities

10 Escorts

10.1 Stealth Solutions is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into Stealth Solutions's property if Stealth Solutions requires an escort for its own employees or contractors in the same circumstances. If Stealth Solutions determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, Stealth Solutions shall:

- a) bear the costs of such escort service;
- b) provide immediate 24-hour physical access to the Access Seeker for emergency maintenance requests;
- c) subject to paragraph 6.8.9(d) of this Standard, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

- i. two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
 - ii. the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
- d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
- i. thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.8.9(b) or 6.8.9(c) of this Standard (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
 - ii. the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

SCHEDULE B
ACCESS SEEKERS PLANNING INFORMATION

SITE NAME	
TOWER HEIGHT	
TYPE OF TOWER	
DATE	

ACCESS SEEKERS PLANNING INFORMATION

COORDINATE	
LONGITUDE	LATTITUDE

BTS INFO

ACCESS SEEKERS	BTS TYPE	BTS DIMENSION	CABIN SIZE	PLINTH SIZE	NUMBER OF BTS
Access Seekers 1					
Access Seekers 2					
Access Seekers 3					

RF ANTENNA INFO

ACCESS SEEKERS	ANTENNA QUANTITY	ANTENNA ORIENTATION	ANTENNA DIMENSION (MM)	ANTENNA HEIGHT	CABLE TYPE	CABLE LENGTH
Access Seekers 1						
Access Seekers 2						
Access Seekers 3						

MICROWAVE ANTENNA INFO

ACCESS SEEKERS	ANTENNA QUANTITY	ANTENNA AZIMUTH	ANTENNA SIZE	ANTENNA HEIGHT	CABLE TYPE	CABLE LENGTH
Access Seekers 1						
Access Seekers 2						
Access Seekers 3						

SCHEDULE C

PART I – OPERATIONS AND MAINTENANCE

1. General

1.1 **Part VI of Schedule C** sets out the operations and maintenance procedures that are applicable in relation to the Services as listed in the Stealth Solutions

1.2 Where relevant, the operations and maintenance obligations set out in Section 5.15 of the MSA Determination shall be applicable.

2. Operations and Maintenance Standard

2.1 Each Access Seeker shall be responsible for the operations and maintenance of its own Network Facilities or Network Services.

3. Maintenance Procedures and Practices

3.1 Each Access Seeker shall on its own establish the recommended maintenance procedures for maintaining and servicing its own Network Facilities or Network Services.

4. Fault Management

4.1 The Access Seeker will manage their own Networks to minimize disruption to services and, in the event of interruption or failure of any service, will restore those services as soon as is reasonably practical.

4.2 In the event of failure of electric supply, Stealth Solutions shall provide alternative power supply as agreed in the Master Agreement.

5. Network Monitoring

5.1 Each Access Seeker is responsible for monitoring of alarms belonging to its own Network.

PART II – CHARGING PRINCIPLE

- a. The following rates shall be utilized as indicative rates for access to telecommunication structures below 30 meters (ranging from 15 meters to 30 meters) to be granted to an Access Seeker to install its Equipment thereat:

Structure Type	Rate for 1st to 7th Year		Rate for 8 th to 15 th Year	
	2W	3W	2W	3W
Streetlights/ Floodlights	RM3,750	RM2,920	RM3,188	RM2,482
Mosque Minarets	RM5,500	RM4,670	RM4,675	RM3,970
Clock Towers	RM5,500	RM4,670	RM4,675	RM3,970
Pylon Signages (Petronas/ Petron, etc.)	RM5,500	RM4,670	RM4,675	RM3,970
Other Aesthetic Structures	RM5,500	RM4,670	RM4,675	RM3,970

- i. The rates stated above and all rates stated in this RAO are exclusive of GST levied by the Government which GST shall be payable by the Access Seeker to the Access Provider over and above the Access Charges.
- ii. In the event the land rental for the Site as imposed by its landowner exceed the amount of RM2,500.00, the Access Seeker shall bear the sum in excess of the said land rental.
- iii. Subject always to the availability of space in the Associated Tower Site and the loading of the Tower, an Access Seeker may upon agreement by the Access Provider be allowed to install three (3) RF antennas and one (1) microwave antenna/dish with a maximum

diameter of 0.6 meters per Associated Tower Site and may be provided land space not more than 3.6 meters x 2.7 meters. In any case, the Equipment to be allowed per Tower and Associated Tower Site shall be upon agreement of the parties.

iv. In the event that the Access Seeker wishes to install more than the maximum number of dishes and/or antennas at any Tower or dishes not more than 0.6 meters (where applicable) in diameter, subject to the consent by the Access Provider and also subject to the available land space and Tower loading, the Access Seeker shall pay the following additional Access Charges:-

i. RM500.00 per month for any additional RF antennas or dishes measuring less than 0.6 meters (where applicable) in diameter

v. In the event there is Additional Infrastructure under a Variation Order already existing at the Tower, the additional Access Charges payable for the site per RM1,000.00 of the cost of the Additional Infrastructure under the Variation Order (for example generator set, cabin etc) are as follows:-

Cost for User	Additional Access Charges (per month per User) for every RM1,000.00
Cost per User (2 Sharing Parties)	13.53
Cost per User (3 Sharing Parties)	10.83

vi. The Access Charges that will be payable by the Access Seeker will be dependent on the number of telecommunication companies (Access Seeker and other licensees (if any) ("User(s)")) using any particular Tower.

vii. If in the event the number of Users per Tower increases, the Access Charges payable by the Users will be revised downwards as per the payment structure above. There shall be no further reduction for the Access Charges if the Users for any Tower exceed three (3).

b. The following rates shall be utilized as indicative rates for access to heavy duty telecommunication towers of T2 specifications to be granted to an Access Seeker to install its Equipment thereat:-

Tower Height	Type	2 Way	3 Way	4 Way	5 Way	6 Way
150 feet	Heavy Duty	RM6,426	RM3,672	RM2,916	RM2,624	RM2,362
200 feet	Heavy Duty	RM8,883	RM5,076	RM4,104	RM3,694	RM3,324
250 feet	Heavy Duty	RM9,450	RM5,400	RM4,320	RM3,888	RM3,499
300 feet	Heavy Duty	RM12,075	RM6,900	RM5,500	RM4,950	RM4,455
350 feet	Heavy Duty	RM15,225	RM8,700	RM6,900	RM6,210	RM5,589
400 feet	Heavy Duty	RM17,325	RM9,900	RM7,900	RM7,110	RM6,399

- i. The rates stated above and all rates stated in this RAO are exclusive of GST levied by the Government which GST shall be payable by the Access Seeker to the Access Provider over and above the Access Charges.
- ii. The rates above are for the license term of minimum Three (3) years but if the Access Seeker intends to take a license of a site for a longer period than 3 years, a lesser rate may be agreed by the Access Provider.
- iii. The Access Provider may subject to agreement of parties, upon an Access Seeker taking a long term license of a site, grant discount on the Access Charges post the 7th year of the license.
- iv. Subject always to the availability of space in the Associated Tower Site and the loading of the Tower, an Access Seeker may upon agreement by the Access Provider be allowed to install three (3) RF antennas and one (1) microwave antenna/dish with a maximum diameter of 0.6 meters or 1.2 meters (depending on the Tower) per Associated Tower Site and may be provided land space for a cabin not more than 3.6 meters x 2.7 meters in diameter. In any case, the Equipment to be allowed per Tower and Associated Tower Site shall be upon agreement of the parties.
- v. In the event that the Access Seeker wishes to install more than the maximum number of dishes and/or antennas at any Tower or dishes in excess of 1.2 meters or 0.6 meters (where applicable) in diameter, subject to the consent by the Access Provider and also subject to the available land space and Tower loading, the Access Seeker shall pay the following additional Access Charges:-
 - i. RM500.00 per month for any additional RF antennas or dishes measuring less than 1.2 meters or 0.6 meters (where applicable) in diameter; and

- ii. RM1,000.00 per month for any dishes measuring more than 1.2 meters or 0.6 meters (where applicable) in diameter.
- c. In the event there is Additional Infrastructure under a Variation Order already existing at the Tower, the additional Access Charges payable for the site per RM1,000.00 of the cost of the Additional Infrastructure under the Variation Order (for example generator set, cabin etc) are as follows:-

Cost for User	Additional Access Charges (per month per User) for every RM1,000.00
Cost per User (2 Sharing Parties)	17.32
Cost per User (3 Sharing Parties)	10.83
Cost per User (4 Sharing Parties)	8.66
Cost per User (5 Sharing Parties)	7.58
Cost per User (6 Sharing Parties)	6.93

- d. The Access Charges that will be payable by the Access Seeker will be dependent on the number of telecommunication companies (Access Seeker and other licensees (if any) ("User(s)")) using any particular Tower.
- e. If in the event the number of Users per Tower increases, the Access Charges payable by the Users will be revised downwards as per the payment structure above. There shall be no further reduction for the Access Charges if the Users for any Tower exceed six (6).

- f. If in the event the number of Users per Tower reduces, the following shall happen:-
- i. in cases where the exiting User had taken a rental/license for a maximum period of Three (3) years only, the remaining Users will be subject to an upward revision of the Access Charges, back to the tier higher than the current Access Charges paid by them; and
 - ii. in cases where the exiting User had taken a license for a minimum period of Ten (10) years only and the following happens:-
 - 1. when the land rental for the Site as imposed by its landowner exceed the amount of RM5,000.00 and the Access Seeker wishes not to continue to contribute towards the land rental equally with the other Users at the Site and exits the Site upon agreement of the Access Provider; or
 - 2. when a User other than the Access Seeker exits a Tower upon the completion of its rental/license period with the Access Provider pursuant to any agreement between them and does not renew or extend the said period;

then the remaining Users will be subject to an upward revision of the Access Charges, back to the tier higher than the current Access Charges paid by them; and
 - 3. in other cases than stated above, the remaining Users will not be subject to an upward revision of the Access Charges and will continue paying the current Access Charges.

- g. In any case, the Access Charges payable by the Access Seeker to the Access Provider to gain access at any Tower shall be at the rate the other current User is paying the Access Provider, with discounts to be agreed upon other Users utilizing the same site and subject always to paragraph (a) above.
- h. Nevertheless, in the event that an Access Seeker is interested to appoint the Access Provider to undertake the Project, subject to the relevant agreement(s) is/are entered into between the parties upon terms and conditions agreed upon which shall include amongst others that the Access Term to be for a minimum period of at least ten (10) years, the Access Provider may offer the following rates for the Access Charges to the Access Seeker for heavy duty telecommunication towers of T2 specifications:

Tower Height	Type	Single	2 Sharing	3 Sharing	4 Sharing	5 Sharing	6 Sharing
150 feet	Heavy Duty	RM6,426	RM3,672	RM2,916	RM2,624	RM2,362	RM2,126
200 feet	Heavy Duty	RM8,883	RM5,076	RM4,104	RM3,694	RM3,324	RM2,992
250 feet	Heavy Duty	RM9,450	RM5,400	RM4,320	RM3,888	RM3,499	RM3,149
300 feet	Heavy Duty	RM12,075	RM6,900	RM5,500	RM4,950	RM4,455	RM4,009
350 feet	Heavy Duty	RM15,225	RM8,700	RM6,900	RM6,210	RM5,589	RM5,030
400 feet	Heavy Duty	RM17,325	RM9,900	RM7,900	RM7,110	RM6,399	RM5,759

(Paragraphs (c) till (f) above are applicable for Projects as well.)

- i. The cost of the Project and the Access Charges for Towers involving 4 legged towers, aesthetic towers and any other telecommunication infrastructure 200 feet and above not as per the Towers under paragraphs (h) above, shall be calculated in the following manner:-

DESCRIPTION	COST	REMARKS
Cost of the Tower 200 feet and above not as per the Towers under paragraphs (h) and (i)(x) above (including Civil, Structural, Mechanical and Electrical Works) (RM), P	P	15% above current (at time of construction) JKR rate or to be agreed between Parties where no JKR Rate is available .
OPEX Cost (RM) taken for seven (7) years for purpose of calculation only, Q	Q=RM315,000.00	OPEX is for base rental of site at RM3,000.00 only per month and other expenses totalling RM45,000.00 per year SAVE AND EXCEPT for any increase of rental beyond RM3,000.00 shall be equally shared between the Users
Total Interest based on rate of 6.5% per annum over 7 years for purpose of calculation only (RM), R	$R=(P \times 0.065 \times 7 \text{ years})$	
Total Cost (RM), S	$S= P+Q+R$	

Total Repayment per month (RM), T	$T = S / (12 \times 7)$	
Cost per Single User, U	$U = T$	
Cost per User (2 Users), V	$V = (1.25 \times U) / 2$	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Cost per User (3 Users), W	$W = (1.50 \times U) / 3$	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Cost per User (4 Users), X	$X = (1.75 \times U) / 4$	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Cost per User (5 Users), Y	$Y = (2.0 \times U) / 5$	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Cost per User (6 Users), Z	$Z = (2.25 \times U) / 6$	Rounded off to the nearest RM100 using Microsoft Excel "round" function

- j. In the event there is OPEX Cost to be incurred for a specific site where Additional Infrastructure under a Variation Order is involved, the OPEX Cost shall for purpose of calculation only, be calculated over a period of seven (7) years as per the tables above.
- k. The rates in Ringgit Malaysia (RM) per RM1,000.00 of the cost of the Additional Infrastructure for the Project under the Variation Order (for example generator set, cabin etc) are as follows:-

Cost for User	Additional rate for 1st to 10th year (per month per User) for every RM1,000.00
Cost per Single User	17.32
Cost per User (2 Sharing Parties)	10.83
Cost per User (3 Sharing Parties)	8.66
Cost per User (4 Sharing Parties)	7.58
Cost per User (5 Sharing Parties)	6.93
Cost per User (6 Sharing Parties)	6.50

- i. However, for any telecommunication structure to be constructed on sites situated on islands (land area surrounded by water whether salt or fresh water) or for sites situated at highlands (gradient exceeding 15%), all of the abovesaid rates for the Additional Access Charges shall be added thereon an amount equivalent to 15% each or any other amount decided by the Access Provider.
- m. If in the event the land rental charged on the Access Provider for the Associated Tower Site shall exceed RM2,000.00/RM3,000.00 (depending on Tower), the excess thereof (as applicable) shall be equally shared by the Users of a Tower and its Associated Tower Site.

ANNEXURE 1
CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on

BETWEEN

STEALTH SOLUTIONS SDN. BHD. (Comp No: 653711-W), a company incorporated in Malaysia with its registered address at B-5-21, Pusat Perdagangan Pelangi Square, Persiaran Surian, 47800, Selangor (hereinafter referred to as "the Access Provider") of the one part;

AND

(hereinafter referred to as "Access Seeker") of the other part.

WHEREAS:-

- A. The Access Provider is a licensed individual network facilities provider under the Communications and Multimedia Act 1998.
- B. The parties are discussing certain matters thereby necessitating the exchange of information for the purpose of determining their respective interests in establishing a business relationship between them.
- C. The parties wish to defend their rights with respect to the said information and to protect the confidentiality thereof and proprietary features contained therein.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Definition

“Confidential Information” means all oral or written information of any kind, whether in printed or electronic format, including but not limited to technical information, data or know-how which relates to research, product plans, product, services, customers, markets, software, developments, inventions, process, designs, drawings, engineering, hardware and software configuration information, marketing or finance or any form of business plans whether or not labeled as “Confidential” and submitted by one party to the other party during the discussions and/or meetings, which Confidential Information is designated in writing to be confidential or proprietary or if given orally, is confirmed promptly in writing as having been disclose as confidential or proprietary.

“Disclosing Party” means the party from whom the Confidential Information originates and is disclosed to the Recipient.

“Recipient” means the party to whom the Confidential Information is given or disclosed.

2. Non-Disclosure of Confidential Information

a. The Recipient agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except to carry out discussions concerning and the undertaking of any business relationship between the two.

b. The Recipient will not disclose any Confidential Information of the Disclosing Party to third parties or to employees or agents of the Recipient except employees and/or agents who are

required to have the information in order to carry out the discussion of the contemplated business.

c. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Recipient utilize to protect its own Confidential Information of a similar nature.

d. The Recipient agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party which may come to the Recipient attention.

3. Information excluded from Confidentiality

The obligation imposed upon either party herein shall not apply to information which:

- i. is in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records immediately prior to the time of disclosure; or
- ii. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Recipient; or
- i. is approved in writing by the Disclosing Party for release; or
- ii. is independently developed by the Recipient; or
- iii. is disclosed to a third party pursuant to written authorisation from the Disclosing Party; or

- iv. is received from a third party without similar restrictions as against the Receiving Party; or
- v. is disclosed pursuant to a requirement or request of a Government agency, but only to the extent so ordered.

4. No Commitment

Nothing in this Agreement imposes on either party an obligation to enter into any agreement or transaction.

5. Return of Materials

Any materials or documents which have been furnished by the Disclosing Party to the Recipient will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.

6. Patent or Copyright Infringement

Nothing in this Agreement is intended to grant any rights to the Recipient under any patent or copyright nor shall this Agreement grant the Recipient any rights in or to the Disclosing Party's Confidential Information which was given solely for the purpose of determining whether to enter into the proposed business relationship with the Disclosing Party.

7. Term

The foregoing commitments of the Recipient shall survive any termination of discussions between the parties and shall continue for a period of two (2) years following the date of this Agreement.

8. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement shall constitute a waiver of any term hereof.

9. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia and shall be binding upon the parties hereto in Malaysia and worldwide. The courts of Malaysia shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Agreement and the Recipient hereby submits to the jurisdiction of the courts of Malaysia for the purpose of any such actions and proceedings.

10. Remedies

The Recipient agrees that the obligations of the Recipient provided herein are necessary and reasonable in order to protect the Disclosing Party and its business and the Recipient expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Recipient of its covenants and agreement set forth herein. Accordingly, the Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient without the necessity of providing actual damages.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first
abovewritten.

SIGNED by)

for and on behalf of)

the Access Provider)

in the presence of)

SIGNED by)

for and on behalf of)

the Access Seeker)

in the presence of:-)