



SHOREFIELD
COMMUNICATIONS SDN BHD
(Company No: (840354 V))

REFERENCE ACCESS OFFER

Version 1.0

Effective 1 OCTOBER 2024

BUSINESS ADDRESS:

Ground Floor, Lot 5824, Sublot 13, Laman Cenderawasih Phase 3,
93050 Kuching, Sarawak

REGISTERED ADDRESS:

Ground Floor, Lot 5824, Sublot 13, Laman Cenderawasih Phase 3,
93050 Kuching, Sarawak

REFERENCE ACCESS OFFER

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SECTION A: BACKGROUND AND SCOPE OF RAO

1. INTRODUCTION

1.1. SHOREFIELD COMMUNICATIONS SDN BHD (SHORECOMM) is a Network Facilities Provider (Individual) license holder and an Access Provider to facilitate the Access Seekers' request for SHORECOMM's Access Services.

1.2. This Reference Access Offer ("RAO") outlines the Standard Access Obligation for the Access Seeker intending to obtain Access List Services from the Access Provider SHOREFIELD COMMUNICATIONS SDN BHD ("SHORECOMM"), detailing the procedures and terms and conditions involved.

1.3 This RAO applies only to Products that are consistent with the terms of the Access List Determination as outlined in the Commission Determination on Access List, Determination No. 6 of 2021, specifically the facilities and/or services mentioned in Paragraph 5 of Determination No. 6 of 2021 relating to Infrastructure Sharing, as follows:

- a) Infrastructure sharing is a Facility and/or Service that includes:
 - i. The provision of physical access, including rooftop space which involves offering space at specified network facilities to allow an Access Seeker to install and maintain its equipment; or
 - ii. The provision of access to in-building Common Antenna Systems and physical access to the central equipment room.
- b) Specified network facilities cover towers and Associated Tower Sites.
- c) Physical access encompasses power, environmental services (such as heating, lighting, ventilation, and air-conditioning), security, site maintenance, and access for the Access Seeker's personnel.
- d) The provision of space at Associated Tower Sites includes space for the Access Seeker to place its cabin or outdoor equipment and the space required for cable gantry connections to the tower and generator set.

1.4 The Access Service offered by the Access Provider under this RAO shall grant the Access Seeker space at the network's facilities and Associated Tower Sites, allowing the Access Seeker to install and maintain its Equipment, in accordance with the terms of the Access Agreement and/or the conditions outlined herein.

2. RAO ONLY APPLICABLE TO LICENSEES

2.1 This RAO applies to Access Seekers who are licensed by the Malaysian Communications and Multimedia Commission as:

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

3. RAO COMPLIANCE

3.1 This RAO contains terms and conditions that align with the rights and obligations outlined in Section 5.3.3 of the Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022 ("MSA Determination No. 1"), and it:

- a) does not include any terms and conditions that conflict with the rights and obligations specified in the MSA.
- b) set out the full terms and conditions on which the Access Provider is prepared to supply Facilities and/or Services to any other Operator, including the rates, charges, charging principles and methodologies to be applied for Facilities and/or Services and any applicable fees or rebates (such as those referred to in subsection 5.7.28 and 5.7.33 of this RAO); is not an offer to create a legally binding contract but serves as a reference document detailing the terms and conditions on which the Access Provider is willing to provide the Access Service to the Access Seeker through an Access Agreement.
- c) does not cover services beyond the scope of this RAO; for such services, the terms and conditions shall be separately negotiated between the parties.
- d) Is consistent with: -
 - i. The Standard Access Obligations outlined under Section 4.1.1 of the MSA Determination No. 1; and
 - ii. The principle of non-discrimination stated in Sections 4.1.5 and 4.1.6 of the MSA Determination No. 1.

4.0 AMENDMENTS TO THE RAO

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

4.2. If an amendment is made to the RAO, SHORECOMM must provide an amended copy of the RAO to all Access Seekers with pending Access Requests within fourteen (14) Business Days. The amendment will take effect if SHORECOMM does not receive any notice of dispute from these Access Seekers within ten days from the date of the amendment.

4.3. An amendment to the RAO refers to any addition, deletion, or substitution of the RAO provisions, excluding corrections of typographical errors or changes specifically stated in the RAO as not constituting an amendment to the RAO.

4.4. If the Commission revokes, varies, or replaces the Access List as per Section 56 of the Act, SHORECOMM may, by providing written notice to all Access Seekers receiving Access Service(s), withdraw or replace the RAO effective from a date no earlier than the effective date of the Commission's revocation, variation, or replacement.

4.5. If SHORECOMM receives any notice of dispute, it will inform all Access Seekers of the effective date of the amendment.

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

5.0 NOTICES

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

SHOREFIELD COMMUNICATIONS SDN BHD,
Ground Floor, Lot 5824, Sublot 13,
Laman Cenderawasih Phase 3,
93050 Kuching, Sarawak

6.0 TERMINOLOGY

6.1. The terminology used in this RAO has the meanings assigned to them in Section B. All other words and phrases used in this RAO shall, unless the context indicates otherwise, carry the same meanings as those defined in the MSA Determination No. 1 of 2022.

7.0 THE ACCESS PROVIDER'S ACCESS SERVICE

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

The Access Provider shall grant the Access Seeker physical access and space at its existing network facilities, including towers, to allow the Access Seeker to install and maintain its own equipment.

b. Infrastructure Sharing - at New Sites Requested by Access Seeker

A project to provide physical access and space at a new Network Facilities location, including a tower, as requested by an Access Seeker. This will enable the Access Seeker to install and maintain their equipment.

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

- i. The Access Seeker requests the Access Provider to establish a new infrastructure sharing site at a specified location.
- ii. The Access Provider conducts site surveys and identifies potential sites in the proposed area, then provides this information to the Access Seeker.
- iii. The Access Seeker reviews and approves the sites identified by the Access Provider.
- iv. Upon receiving approval from the Access Seeker, the Access Provider proceeds to acquire or lease the site from the landowner.
- v. The Access Provider issues a Site License Letter of Offer, as outlined in Schedule 3 – Site License Letter of Offer, to the Access Seeker. The Access Seeker must agree to the terms and conditions specified in the Letter of Offer.
- vi. The Access Seeker then issues a work order to the Access Provider.

- vii. After the Access Seeker signs the Letter of Offer and provides the work order, the Access Provider will initiate the land survey, soil testing, and prepare detailed engineering drawings for submission to the relevant authorities.
- viii. Once the relevant authorities approve the plans, the Access Provider will proceed with the construction of the infrastructure and tower, adhering to the Access Seeker's requirements.
- ix. Upon completion of the site, the Access Seeker will be notified and given permission to access the site, provided all relevant documentation and deposits are received by the Access Provider.
- x. The Access Seeker will then sign the Access Agreement with the Access Provider.

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

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

7.3 Non-Applicability of the RAO

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

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SECTION B: INTERPRETATION AND DEFINITIONS

This Section B contains the meanings to words, phrases and expressions used in this RAO. Notwithstanding the foregoing, where a word or phrase or expression used in the RAO is given a specific meaning in or by the context of the RAO, such word, phrase or expression shall bear such meaning notwithstanding the contents of this Section B.

Access Agreement	refers to the bilateral agreement to be executed between SHORECOMM and the Access Seeker, outlining the terms and conditions governing access to SHORECOMM's Facilities and/or Services.
Access List	refers to the list of Facilities and Services established by the Commission in accordance with the Commission Determination on Access List, Determination No. 6 of 2021, which came into effect on 15 December 2021, along with any subsequent amendments. This list outlines the Facilities or Services determined by the Commission under Section 55 and Section 146 of the Act.
Infrastructure	
Sharing	The Access Service provided by the Access Provider under the Access List is Infrastructure Sharing, which involves the Access Provider offering the Access Seeker space at its Existing Tower and Associated Tower Site to install and maintain the Access Seeker's Equipment. Additionally, upon the Access Seeker's request for an Access Service at a specific location where such service is not readily available, the Access Provider will procure the site, design, construct, erect, install, and complete the construction of a New Tower Site. Subsequently, the Access Provider will offer the Infrastructure Sharing Access Service to the Access Seeker for the installation and maintenance of its Equipment.
Access Charges	refer to the amount payable under the Access Agreement and/or this RAO, as agreed by the Operators, to be paid by the Access Seeker to the Access Provider for the provision of the Access Service. The indicative Access Charges are outlined in Annexure 3, and these rates are exclusive of GST, which shall also be payable by the Access Seeker.
Access Seeker	is an Operator that is a network facilities provider, network services provider, application services provider, or content application service provider, and is also a licensee as defined in the Act. This Operator makes a written request for access to SHORECOMM's Facilities and/or Services or is currently being provided with Facilities and/or Services by SHORECOMM.
Act	refers to the Communications and Multimedia Act 1998 (Act 588), including any subsequent amendments made to it.
RAO	refers to the Reference Access Offer issued by SHORECOMM.
Bank Guarantee	refers to a guarantee in favor of SHORECOMM, issued on behalf of the Access Seeker by a bank that has been approved by SHORECOMM, and in a format that is acceptable to SHORECOMM.
Business Day	refers to any day other than a Saturday, Sunday, or public holiday (whether officially declared or not) that is recognized as a national public holiday, and during which commercial banks are open for regular banking activities in Malaysia.

Commission	refers to the Malaysian Communications and Multimedia Commission, established under the Malaysian Communications and Multimedia Commission Act (Act 589), and also known as the Suruhanjaya Komunikasi dan Multimedia Malaysia.
Content Applications	Carries the meaning assigned to it under the Act. Services.
Customer	refers to an individual who has a contractual relationship with that Party for the provision of Application Services, including Content Application Services, using that Party's facilities and/or services.
Facilities	refers to those that enable the provision of network services or application services, including content application services, and the term "Facility" shall be construed accordingly.
Intellectual Property	encompasses all rights granted under statute, common law, and equity concerning trademarks, trade names, logos, and overall appearance, as well as inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how, trade secrets, and all associated rights, interests, or licenses to use any of these elements.
Invoice	refers to the document for amounts owed regarding the provision of network services or Facilities during a Billing Period.
Instrument	refers to a direction, determination, or declaration issued by the Minister or the Commission in accordance with the Act.
License	refers to either an Individual License or a Class License issued by the Minister according to the Act.
MSA	refers to the Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022.
Network Facilities	bears the meaning as ascribed in the Act.
Network Services	bears the meaning as ascribed in the Act.
Operator	refers to a network facilities provider, a network services provider, an applications service provider, or a content application service provider, depending on the context. This definition encompasses both SHORECOMM and the Access Seeker.
Party	refers to either SHORECOMM or the Access Seeker, depending on the context, while "Parties" refers to both SHORECOMM and the Access Seeker.
Product	refers to each distinct provision of access by SHORECOMM to its Facilities and/or Services and "Products" shall be construed accordingly.
Security Sum	refers to the security provided by the Access Seeker to SHORECOMM in the form of a cheque for the supply of Access Service(s).
Services	refers to SHORECOMM providing access to Facilities and/or services, and the term "Service" shall be construed accordingly.

Third Party	refers to an entity that is not a party to the Access Agreement.
Project	encompasses the procurement, design, construction, erection, installation, acceptance testing, project management, maintenance, and the renting and/or licensing of the Tower to be erected at the Associated Tower Site.
Review	refers to the examination of the MSA Determination according to Section 7.5 of the MSA Determination.
RM	refers to Ringgit Malaysia, which will be the currency used in this RAO unless stated otherwise.
Technical	refers to any technical parameters, specifications, and procedures that apply to a Tower.
Tower	<p>refers to the telecommunication tower belonging to the Access Provider to be utilized by the Access Seeker to install Equipment there at which may be any of the following:</p> <ol style="list-style-type: none"> lamp poles, floodlights, aesthetic towers, monopoles, towers and any other telecommunication infrastructure below 45 meters. towers requiring pre negotiation and treated as Project are those which exceeds 60 meters or 200 ft. and above, and the towers shall be the basic heavy-duty telecommunications infrastructure constructed in accordance to T2 specifications.

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SECTION C: PRINCIPLES OF ACCESS TO FACILITIES AND SERVICES

1. LEGISLATIVE BACKGROUND

- 1.1 In accordance with the standard access obligations set out in Section 4 of the MSA Determination No. 1 of 2022 and Section 149 of the Act, all network facilities providers and network services providers must offer access on reasonable terms and conditions to the Facilities and/or Services specified in their Access List to any other:
- a. Network facilities provider;
 - b. Network service provider
 - c. Applications service provider; or
 - d. content applications service provider,
- who makes a written request for access to the Access Provider's facilities and/or services.
- 1.2 The Access Provider may deny supplying the Access Seeker if the Access Request is deemed unreasonable or if the terms are considered unreasonable, as outlined in Section 4.1.2, 4.1.3, and 4.1.4 of MSA Determination No. 1 of 2022.
- 1.3 The Access Provider must adhere to the non-discrimination principles outlined in Sections 4.1.5, 4.1.6, and 4.2 of the MSA Determination No. 1 of 2022.

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SECTION D: ACCESS REQUEST PROCESS AND PROCEDURES

1. OBLIGATIONS

1.1 The obligations of the Access Provider for the services listed in the Access List are:

- a. Disclosure Obligations;
- b. Negotiation Obligations;
- c. Content Obligations; and
- d. Service Specific Obligation

1.2 Pursuant to section 5.3.3 of the MSA Determination No. 1 of 2022, SHORECOMM's RAO is in relation to Facilities and/or Services on the Access List Determination which SHORECOMM provides to itself or third parties, and the RAO:

- a. outlines the complete terms and conditions under which the Access Provider is prepared to supply Facilities and/or Services to any other Operator, including rates, charges, charging principles, methodologies applied for Facilities and/or Services, and any applicable fees or rebates (such as those referred to in subsections 5.7.28 and 5.7.33 of MSA Determination No. 1);
- b. includes copies of the application forms that the Access Seeker must complete to request access to Facilities and/or Services, as well as the fast-track application form required under subsection 5.4.20 of MSA Determination No. 1;
- c. contains a copy of the Access Provider's standard confidentiality agreement, which complies with subsection 5.3.8 of MSA Determination No. 1;
- d. contains only terms and conditions that align with the rights and obligations set out in MSA Determination No. 1; and
- e. excludes any terms and conditions that are inconsistent with the rights and obligations set out in MSA Determination No. 1.

For clarification, the RAO shall not prejudice any rights and obligations of the Access Provider and Access Seeker under an Access Agreement.

2. ACCESS REQUEST PROCESS

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

2.2 In accordance with Section 5.4.5 of MSA Determination No. 1, an Access Provider may require an Access Seeker to submit an Access Request for the Access Provider's Facilities and/or Services, if:

- a. there is no existing Access Agreement between the Access Provider and the Access Seeker that governs access to the Facilities and/or Services the Access Seeker is requesting; or
- b. such an Access Agreement exists, but:
 - i. the current Access Agreement is set to expire or terminate within the next four (4) months; or
 - ii. the requested Facilities and/or Services fall outside the scope of that agreement.

The Access Provider shall establish a process for desk/field studies and Service Qualifications that an Access Seeker may undertake before entering into an Access Agreement.

2.3 Access Request Form

The information required in the Access Request, as detailed in Schedule 1 - The Access Request Form, includes:

- a. The name and contact details of the Access Seeker;
- b. The Facilities or Services for which access is being requested;
- c. Whether the Access Seeker intends to accept the section 2.3 of the RAO as is, negotiate amendments to the RAO, or negotiate an Access Agreement on alternative terms, a list of the relevant licenses held by Access Seeker.
- d. Any information the Access Seeker reasonably requires SHORECOMM to provide for the purposes of the negotiations; this may include, but is not limited to, the type of information described in subsection 5.3.7 of MSA Determination No. 1;
- e. Two (2) copies of a confidentiality agreement, as specified in SCHEDULE 2 – The Confidentiality Agreement, properly executed by the Access Seeker in the form prescribed by SHORECOMM in accordance with subsection 5.3.8 of MSA Determination No. 1;
- f. Preliminary information regarding the scale and scope of the Facilities and/or Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request;
- g. Relevant technical information relating to the interface standards of the Access Seeker's equipment;
- h. Relevant information regarding the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may impact the Access Provider's Network;
- i. Creditworthiness information in accordance with SHORECOMM's requirements as set out in subsection 5.3.1 of MSA Determination No. 1;
- j. Assessed security (or, if applicable, confirmation of security provided) in accordance with the Access Provider's security requirements, as specified in subsection 5.3.9 of MSA Determination No. 1;
- k. Insurance information in accordance with SHORECOMM's requirements as outlined in subsection 5.3.10 of MSA Determination No. 1; and
- l. Any other information reasonably requested by the Access Provider solely for the purpose of providing access to the requested Facilities and/or Services.

2.4 Obligations upon Receipt

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

- a. Accepting the Access Request based on the terms and conditions outlined in this RAO; or
- b. If paragraph 5.4.7(a) of MSA Determination No. 1 does not apply, indicating a willingness to negotiate amendments to the RAO or an Access Agreement on alternative terms; or
- c. Refusing the Access Request in accordance with subsection 5.4.10 of MSA Determination No. 1; or
- d. Requesting specified additional information needed to make a decision on the Access Request, as outlined in paragraphs 5.4.7(a) to 5.4.7(c), and then reconsidering the Access Request once such information is received from the Access Seeker.

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

2.5 Request for Further Information

- a. Pursuant to paragraph 2.3(d) above, the Access Provider may request additional information from the Access Seeker regarding the Access Request.
- b. The Access Seeker must provide the requested additional information to SHORECOMM within ten (10) Business Days.
- c. If SHORECOMM deems the provided information sufficient to make a decision on whether to accept or reject the Access Request, it shall reconsider the Access Request and notify the Access Seeker of its decision within ten (10) Business Days.
- d. To clarify, the Access Provider may request additional information more than once from the Access Seeker to make a decision regarding the Access Request. Each request shall follow the provisions outlined in Clauses 2.4(b) and 2.4(c).
- e. If the Access Seeker fails to provide the requested additional information, the Access Seeker shall be considered to have withdrawn the Access Request.

3. ACCEPTANCE OF ACCESS REQUEST

3.1 SHORECOMM will issue a Letter of Offer to the Access Seeker, which will include all the terms and conditions. The Access Seeker must confirm their acceptance by signing the Letter of Offer and returning a copy of the signed document within ten (10) Business Days.

3.2 If the Access Seeker accepts the terms and conditions of this RAO and the Site License Letter of Offer, the Access Seeker must undertake the following within fourteen (14) days:

- (a) Provide SHORECOMM with a Security Deposit equal to three (3) months' rentals for the Access Facilities;
- (b) Pay SHORECOMM a Utility Deposit of Ringgit Malaysia Three Thousand (RM3,000.00).

3.3 Following Paragraph 3.1, SHORECOMM will, within ten (10) days of receiving the signed Letter of Offer from the Access Seeker, forward an Access Agreement to the Access Seeker. The Access Seeker must execute the Access Agreement and return it to SHORECOMM within ten (10) Business Days.

3.4 Upon receiving full payment of the Security Deposit, Utility Deposit, and the first month's rent, SHORECOMM will issue a letter granting the Access Seeker permission to enter the infrastructure site to install and attach their equipment.

4. ACCESS REQUEST REJECTION

4.1 If SHORECOMM rejects an Access Request, it shall notify the Access Seeker and provide a date when its representatives are available to meet. The Access Seeker may attend this meeting on the specified date, time, and venue, which must be within seven (7) Business Days from the date of the Access Request rejection notice.

4.2 If the Access Seeker fails to attend the specified meeting without providing acceptable written reasons at least one day before the meeting, such failure will be considered as acceptance of the rejection of the Access Request.

4.3 If the Access Seeker attends the meeting and the rejection of the Access Request remains unresolved (either at that meeting or at any subsequent agreed meeting), either SHORECOMM or the Access Seeker may initiate the Dispute Resolution Procedures outlined in the MSA.

4.4 Until the dispute is finally resolved, SHORECOMM will not be obligated to provide access to the Access Seeker.

5. RIGHT TO REJECT

5.1 SHORECOMM may reject an Access Request from an Access Seeker for any of the following reasons:

- (a) The Access Request is not made in good faith;
- (b) The information provided by the Access Seeker is incomplete or false;
- (c) It is not technically feasible to provide access to the requested Facilities and/or Services;
- (d) SHORECOMM lacks the capacity or space to provide the requested Facilities and/or Services;
- (e) SHORECOMM reasonably believes that the Access Seeker may fail to make timely payments for the requested Facilities and/or Services and such concern cannot be addressed through a security requirement in accordance with this RAO.
- (f) SHORECOMM reasonably believes that the Access Seeker may materially fail to

comply with the terms and conditions of access for the relevant Facilities and/or Services;

- (g) SHORECOMM does not currently supply or provide access to the requested Facilities and/or Services to itself or any third party;
- (h) The request is based on national interest considerations.

5.2 If SHORECOMM rejects the Access Request, it shall notify the Access Seeker within ten (10) Business Days of receiving the Access Request by:

- (a) Providing written notice of the rejection;
- (b) Offering reasons for the rejection in accordance with Clause 6.1;
- (c) Explaining the basis for SHORECOMM's decision to reject the Access Request; and
- (d) Specifying a date and time, no later than seven (7) Business Days from the date of the rejection notice, when SHORECOMM's representatives will be available to meet with the Access Seeker's representatives to discuss the rejection, if necessary.

6. RIGHT TO WITHDRAW ACCESS REQUEST

6.1 The Access Seeker may withdraw the Access Request at no cost up to five (5) Business Days from the date of the request. The Access Seeker must notify SHORECOMM in writing of the withdrawal before the end of the five (5) Business Day period.

6.2 SHORECOMM will not be obligated to fulfill a withdrawn Access Request and will not be held liable for any consequences of the withdrawal.

7. APPLICABILITY FOR ADDITIONAL SERVICES

7.1 Even if the Access Seeker has accepted the Letter of Offer or entered into an Access Agreement with SHORECOMM, the Access Seeker may request additional facilities or services, either as an addition to or in place of the access already provided under the Letter of Offer or Access Agreement, in accordance with the provisions outlined above.

8. PROCESSING AND OTHER CHARGES

8.1 SHORECOMM may charge the Access Seeker a non-refundable processing fee to cover the administrative costs associated with processing the Access Request.

8.2 If additional and/or non-routine work is required to process the Access Request—such as site visits, site surveys, technical surveys, technical evaluations, or testing—SHORECOMM will charge a separate fee for this extra work.

8.3 The Access Seeker will remain responsible for paying the fees associated with both the processing of the Access Request and any additional or non-routine work undertaken by SHORECOMM, regardless of whether the Access Request is ultimately rejected by SHORECOMM or withdrawn by the Access Seeker.

9. COMMENCEMENT OF NEGOTIATION

9.1 If an Access Seeker receives a notice from SHORECOMM to proceed with the negotiation of the Access Agreement, the Access Seeker must submit to SHORECOMM, within ten (10) Business Days of receiving the notice, a list of its comments. This list should identify the affected clauses, proposed amendments, their priority of importance, and the rationale for each change. Additionally, the Access Seeker must specify the proposed date to begin negotiations.

9.2 If the Access Seeker fails, neglects, or refuses to submit the comments and proposed amendments as required, it will be deemed to have withdrawn its Access Request.

10. DURATION OF NEGOTIATIONS

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

10.2 If negotiations are not completed within 120 days:

- (a) The Parties may jointly request an extension of time from the Commission. If the Commission does not grant the extension, a dispute will be deemed to exist between the Parties, and the dispute resolution procedures under the MSA will apply; or
- (b) Either Party may initiate the dispute resolution procedures.

11. INITIAL MEETING

11.1 The designated representatives of SHORECOMM and the Access Seeker shall meet on the specified date, time, and venue determined by SHORECOMM, within the applicable timeframe for negotiations under paragraph 5.4.1(b) of the MSA to:

- (a) Agree on a timetable for the negotiations, including milestones and dates for subsequent meetings;
- (b) Establish the negotiating procedures, which should include:
 - (i) Arrangements for calling and chairing meetings;
 - (ii) The party responsible for taking minutes of meetings;
 - (iii) Clearly defined pathways and timetables for escalating unresolved matters within each party;
 - (iv) Procedures for consulting and involving relevant experts from each party's staff in the negotiation process; and
 - (v) Procedures for preparing and exchanging position papers;
- (c) Review the information requested and provided so far and identify any information that still needs to be provided by each Party; and
- (d) Determine any necessary technical investigations and assign responsibility for conducting them.

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SECTION E: OBLIGATIONS FOR PROVISION OF INFORMATION

1 The obligations of each Operator to provide information to the other Operator are governed by MSA Determination No. 1 of 2022 and the confidentiality requirements outlined in the confidentiality agreement specified in **SCHEDULE 2 – Confidentiality Agreement**, which must be signed by both parties.

2 An Operator must provide the other Operator with all agreed-upon information in a timely manner as reasonably required.

3 This information will be used to determine the rates and charges billed by each Operator to the other Operator or to its own customers.

4 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force under the Operator's respective License conditions, the Operator will exchange information and cooperate in preventing and investigating fraudulent use or misuse of the Operator's Communications Services and theft of the Operator's terminal equipment.

5 Information provided under the RAO may only be used for the purpose for which it was given.

6 Information required under the RAO does not need to be provided if the recipient Operator has not implemented adequate security measures to protect the confidentiality of the information. If the recipient Operator fails to maintain such security measures or uses the information for purposes other than those intended, the providing Operator may suspend further access to the information until the issue is resolved. The Operators will work together to address the providing Operator's concerns to resume information exchange as soon as possible.

7 The Operators acknowledge that when information (including updated information) required under this Paragraph is held in a database, the receiving Operator will not have direct access to the database. The specific method for making the information available will be determined by the ISG, considering the reasonable cost, convenience, and security concerns of the Operators.

8 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement requires an Operator to disclose to the other Operator any information that, at the time the Access Agreement comes into force, is subject to a confidentiality obligation owed to a third party, unless the third-party consents to such disclosure. If third-party consent is necessary, the Operator holding the information must make reasonable efforts to obtain that consent.

(b) After the Access Agreement comes into force, an Operator must use its best efforts to avoid entering into any contract that would prevent it from making relevant information available to the other Operator, unless the contract includes a provision allowing the Operator to disclose the information if directed to do so by the Commission.

9 Both Operators must retain all communication information, call records, and other relevant data related to Call Communication for a period agreed upon in the Confidentiality Agreement. This retention is for the purposes of verification and audit.

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SECTION F: BILLING AND SETTLEMENT OBLIGATIONS

1. Where applicable, the billing and settlement obligations outlined in Section 5.11 of the MSA Determination No. 1 of 2022 will apply.
2. The Access Seeker must pay SHORECOMM the Monthly License Fee and Utility Fee for the Facilities and/or Services provided by SHORECOMM, as specified in the Site License Letter of Offer (SLLO) and/or the Access Agreement.
3. The Access Seeker is responsible for paying all taxes required by Malaysian law that arise from the implementation of the SLLO and/or the Access Agreement.
4. All payments must:
 - a. Be made on the Due Date unless otherwise agreed in writing by both Parties;
 - b. Be paid by cheque to the nominated account(s) of SHORECOMM; and
 - c. Be accompanied by any information reasonably required by SHORECOMM to correctly allocate the payments received.
5. For clarity, the Security Sum does not absolve the Access Seeker of its obligation to pay any invoices. SHORECOMM retains the right to suspend, disconnect, or terminate the relevant network facilities or services if any amounts due to SHORECOMM remain unpaid.
6.
 - a. SHORECOMM may revise the amount of the Security and/or Utility Deposits in any of the following circumstances:
 - i. At each anniversary of the Commencement Date;
 - ii. If SHORECOMM deems that the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) day period;
 - iii. When new or additional network facilities or services are provided to the Access Seeker; or
 - iv. If there is a significant change in the Access Seeker's creditworthiness. A significant change includes, but is not limited to, the Access Seeker's failure to pay at least three (3) invoices on the Due Dates within the preceding six (6) months (provided these amounts have not been disputed in good faith). Disputed amounts in good faith will not be considered a significant change for the purposes of this Clause 6(a)(iv).
 - b. If the Security and Utility Deposits are revised under Clause 6(a), the Access Seeker must, within ten (10) Business Days of SHORECOMM's written request, deposit the revised Security Sum with SHORECOMM.

c. If the Access Seeker deposits funds instead of providing a Bank Guarantee, these funds shall be placed in a separate interest-bearing account ("the account"), with any accrued interest held by SHORECOMM in addition to the Security Sum. SHORECOMM will provide the Access Seeker with an annual statement of the account.

7. a. If SHORECOMM decides to suspend or terminate the provision of relevant Access Service(s) to the Access Seeker, it has the right to use the Security Sum to offset any outstanding amounts owed to SHORECOMM by the Access Seeker.

b. Subject to Clause 7(a), upon termination of the Access Agreement, SHORECOMM shall return and/or refund the Security and Utility Deposits, or any part thereof, to the Access Seeker.

8. In the event of a Billing Dispute, the Operators must adhere to the dispute resolution procedures outlined in Annexure A of the MSA Determination.

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SECTION G: GENERAL OBLIGATIONS

1. NOTICES

- 1.1 Any communications in respect of SHORECOMM's RAO should be made in writing to:

Managing Director

SHOREFIELD COMMUNICATIONS SDN BHD
Ground Floor, Lot 5824, Sublot 13,
Laman Cenderawasih Phase 3,
93050 Kuching, Sarawak
Telephone: 082-514332
Email: general@shorecomm.my

2. TERMINATION AND SUSPENSION OBLIGATIONS

- 2.1 Subject to Clause 2.4 on termination or variation of the agreement, SHORECOMM may terminate an Access Agreement and the Access Seeker has failed to remedy its breach in accordance with such a notification or part thereof if any of the circumstances referred to in Clause 2.1 (a), 2.1 (b) or 2.1 (c) below apply and SHORECOMM has notified the Access Seeker of its intention to terminate the Access Agreement: -

- (a) The Access Seeker has materially breached the Access Agreement and SHORECOMM has notified the Access Seeker that it will terminate the said Agreement in no less than thirty (30) days if the Access Seeker has not remedied its breach by the end of that period; or
- (b) The Access Seeker is subject to a winding up Order; or Subject to subsection 5.14.6 of the MSA Determination No.1 of 2022, an Access Provider may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraphs 5.14.3(a)(i), 5.14.3(a)(ii) or 5.14.3(a)(iii) of this of the MSA Determination No.1 of 2022 apply, and the Access Provider has notified the Access Seeker that it will terminate where:
 - (i) the Access Seeker has materially breached the Access Agreement; the Access Provider has notified the Access Seeker that it will terminate in no less than one (1) month if the Access Seeker has not remedied its breach by the end of that period and the Access Seeker has failed to remedy its breach in accordance with such a notification;
 - (ii) the Access Seeker has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is 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 of 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.

The Access Provider 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 Clause 2.1 is in addition to the notice required under Clause 2.4 of this RAO

(c) A Force Majeure has continued for a period of more than 90 days.

SHORECOMM shall forward to the Commission copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker.

2.2 Changes in law Where the continued operation of the Access Agreement or access to any Access Service(s) provided by SHORECOMM is or will be unlawful (as a result of a legislative change), the Access Seeker and SHORECOMM shall meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may provide by SHORECOMM on different terms and conditions, SHORECOMM may terminate the provision of access to the relevant Access Service(s).

2.3 Suspension circumstances Subject to Section 2.4, SHORECOMM may only suspend access to any Access Service(s) whether in whole or in part in the following circumstances:

- a. The Access Seeker's Facilities materially adversely affect the normal operation of SHORECOMM's Network or are a material threat to any person's safety;
- b. The Access Seeker's Facilities or the supply of Access Service(s) pose an imminent threat to life or property of SHORECOMM, its employees or contractors:

- c. The Access Seeker's Facilities cause material physical or technical harm to any Facilities of SHORECOMM or any other person;
- d. Where the Access Seeker has failed to pay Invoices in accordance with Section 5.11 of the MSA Determination;
- e. Where force majeure applies; or
- f. The Access Seeker breach any laws, regulations, rules, or of the MSA Determination No.1 of 2022 which has a material adverse effect on SHORECOMM or the provision by SHORECOMM of Access Service(s) under the Access Agreement.
- g. For the purposes of this Clause 2.3, SHORECOMM must provide Access Seeker five (5) Business Days' notice in writing, including reasons, prior to suspending access to any Access Services(s).

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

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

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

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

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

2.8 Deposits and guarantees notwithstanding the obligation in Clause 2.7, SHORECOMM shall:

- a. Within sixty (60) days of termination of the Access Agreement refund to the Access Seeker any deposit paid (without interest) provided all other amounts payable by the Access Seeker to SHORECOMM have been paid; and
- b. Immediately upon termination of the Access Agreement unconditionally waive any rights under the guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to SHORECOMM as at the date of termination.

SECTION H: OPERATIONAL OBLIGATIONS

PART I - ORDERING

1. General

1.1 Section H sets out ordering and provisioning procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the SHORECOMM RAO preface.

2. Ordering Procedures

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

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

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

2.4 Indicative Delivery Times:

Structures of up to 30 Meters			Indicative Delivery Period
1.0	All Orders involving Access Provider's existing Facilities and Services		30 days
2.0	All orders involving the provision of new Facilities and infrastructure site:		
2.1	Access Provider	Identify Sites, Site Surveys & Prepare Site Survey Reports	20
2.2	Access Seeker	confirms site suitability; conduct TP checks; issue works order to Access Provider	10
2.3	Access Provider	Sign Tenancy Agreement with Landowner, Initiate Land Survey, Prepare Submission Drawings;	20
2.4	Access Provider	Submission to local authorities and Approval from relevant authorities;	90
2.5	Access Provider	Site construction, tower erection and site handover.	30
2.6	TOTAL NO OF DAYS		180
(The no of days are subject to change due to circumstances beyond the control of the Access Provider and subject to the date the Access Seeker returned the Site License Letter of Offer).			

Indicative delivery timeframe: For the purposes of paragraph 5.7.13(a)(i) of this the MSA Determination No.1 of 2022, the indicative delivery timeframe for Infrastructure Sharing is:

(a) for ground-based towers and new sites, ninety (90) Business Days; and

(b) for Common Antenna Systems in High Priority Areas:

(i) which are existing Common Antenna Systems, forty (40) Business Days; and

(ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;

(c) for fixed telecommunications poles, ten (10) Business Days; and

(d) for all other structures (including street furniture), forty (40) Business Days.

For clarification, the indicative delivery timeframe in this subsection 6.8.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of the MSA Determination No.1 of 2022. The Access Provider shall provide progress updates of the site delivery to an Access Seeker on a monthly basis.

Delayed delivery dates:

Where there is a delay in the delivery of an Order, and:

(A) the delay is caused by either the Access Provider or by a third party, that is not acting under the Access Provider's direction or control:

(i) the Access Provider shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;

(ii) the Access Provider shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and

(iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date; or

(B) where the delay is caused by the Access Seeker:

(i) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;

(ii) the Access Provider and Access Seeker must work together to minimise the delay; and

(iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date. The indicative delivery time frames shall commence from the date the Access Seeker confirms an Order in and acceptance by SHORECOMM as stipulated in the Letter of Offer.

SECTION I: ACCESS SERVICE(S)

1. ACCESS FACILITIES AND/OR SERVICES

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

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

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

Table 1

SHOREFIELD COMMUNICATIONS SDN BHD				
ACCESS FACILITIES List - INFRASTRUCTURE SHARING				
Landed Sites				
Height	Lamp Pole Structure	Lamp Pole With Dome	Minaret	Structure 60 Meters & above
30 m	?	?	For Height of 18 Meters to 30 Meters	For Height of 60 Meters and above
25m	?	?		
24m	?	?	Request from the Access Seeker and discussions pertaining to location, design, height, etc	By special request from the Access Seeker based on structure of T2 or T3 designs.
20m	?	?		
18m	?	?		
Roof Top Structure		By special request from the Access Seeker.		

2. SITE LICENCE LETTER OF OFFER

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

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

2.4 Indicative Delivery Times

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

Order Type	Indicative Delivery Period
All Orders involving existing Facilities and Services	30 - 60 days
All orders involving the provision of new Facilities and infrastructure inclusive of identification and approval of the infrastructure sites, approval by the relevant authorities, construction, and site handover.	150 - 180 days

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

2.5 Access Charges

- a. The facilities and services Access Charges for tower heights up to 30 meters are shown in Schedule 4 – Access Charges, and
 - i. All Access Charges shown above are excluding 6% SST levied by the Government which shall be payable by the Access Seeker to the Access Provider over and above the Access Charges.
 - ii. The Access Charges will be valid until 30 June 2025 for all orders received prior to this date.
 - iii. The Access Charges above are for a total minimum term of ten (10) years plus extensions for a further one terms of Five (5) years for each extended term.
 - iv. The Access Provider may subject to agreement between the Access Seeker and the Access Provider grant discounts on the Access Charges after the 7th year.

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

2.6 Electrical Charges

- a. A fixed Monthly sum of RM 1000.00 per month.
- b. If the electricity consumption exceeds RM1000.00 per month, the Access Seeker will be charged the amount of the electricity consumed plus an addition of twenty-five percent (25%) on the cost of utility consumed, being the administrative charges,
- c. The reconciliation from actual reading will be performed once every 6 months.

2.7 Security Sum:

- a. Upon the execution of the Access Agreement, or upon the acceptance of the Site License Letter of Offer by the Access Seeker, whichever is earlier, the Access Seeker shall deposit with SHORECOMM an amount equivalent to three (3) months rental (hereinafter referred to as “**the Security Deposit**”) for the due observance and performance by the Access Seeker of the terms and conditions of this Offer.
- b. The Access Seeker shall also deposit with SHORECOMM the amount of Ringgit Malaysia Three Thousand (RM3,000.00) only (hereinafter referred to as “**the Utility Deposit**”) for the due observance and performance by the Access Seeker of the terms and conditions of this Offer pertaining to payment of utility at the infrastructure sites.
- c. SHORECOMM shall be entitled to revise the Security Sum in any of the following event:
 - (i) At each subsequent anniversary from the Commencement Date;
 - (ii) Where, in the opinion of SHORECOMM, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
 - (iii) Upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
 - (iv) Where there is material change in circumstances in relation to the Access Seeker’s creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three (3) Invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in

good faith, this will not constitute a material change in circumstances for purposes of this Clause 2.7.c.(iv).

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

2.8 Access Charges Payment

a. For New Network Facility

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

2.9 Duration of Tenancy:

- a. Starting from the Commencement Date for a period of ten (10) years, with an option to renew for One (1) further term of five (5) years each and the Access Charges payable for the renewed term shall be increased not exceeding ten percent (10%) of the last preceding Rental rates, subject to the continuation of rental agreement with the land owner.

- b. In the event the Access Seeker wishes to withdraw from the rental agreement, the Access Seeker agrees and undertakes to pay SHORECOMM the total sum of the rental amount calculated from the date of termination of the rental agreement by the Access Seeker to the expiry date of the rental agreement.

2.10 Utility Supply:

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

2.11 Damage to Infrastructure:

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

2.12 Indemnity:

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

2.13 Termination Notice:

- a. The Access Seeker or SHORECOMM shall be entitled to terminate the Site License Letter of Offer/Access Agreement by giving six (6) months written notice prior to the expiry of license agreement or in the event the landowner refused to renew the tenancy agreement between the Landowner and SHORECOMM or under instruction from the Relevant Local Authorities.

2.14 Early Termination:

- a. In the event the Access Seeker wishes to withdraw from the rent agreement for whatsoever reason while the agreement is in force, the Access Seeker agree and undertake to pay in full the rental amount for the balance of the entire agreed rental period to SHORECOMM.

- b. In the event the Access Provider is instructed by the relevant local authority to seize its operation or to demolish any building or structure built on the land, or that third party landlord's notice, the Access Provider must give six (6) months written notice to the Access Seeker to terminate this Agreement without any compensation payable and the Access Provider shall refund to the Access Seeker the balance of the security deposit and Access Charges paid in advance if any, and that the Access Seeker is to remove any of its equipment and each parties shall have no claim or remedies between them except for the demand for failure of either parties as to compliance with the terms and conditions of this SLLO and the Access Agreement if signed between SHORECOMM and the Access Seeker.

2.15 Amended RAO:

Upon expiry of the thirty (30) Business Days in subsection 5.3.5 of the MSA Determination No.1 of 2022 (or such longer period as the Access Provider determines is necessary to finalise the amendments to its RAO), the Access Provider will:

- (b) make available the amended RAO on the Access Provider's publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and
- (c) provide the updated RAO to the Commission before being made available under paragraph 5.3.6(a) of the MSA Determination No.1 of 2022.

2.16 Information disclosure:

An Access Provider must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker for the provision of access (whether or not on the basis of a RAO):

- (a) any supplementary details of a Facility and/or Service offered by the Access Provider not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;
- (b) any supplementary access charges for access to Facilities and/or Services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);
- (c) all supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in the RAO, including but not limited to any proof of concept (POC) information where available, physical and logical interfaces of the Access Provider's Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, the Access Provider's Network;
- (d) supplementary details of the Access Provider's operational processes and procedures not included in the RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);
- (e) supplementary details of the Access Provider's provisioning cycles not included in the

RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);

(f) details of the Access Provider's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;

(g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by the Access Provider under subsections 5.3.9, 5.3.10 and 5.3.11 of the MSA Determination No.1 of 2022; and

(h) the Access Provider's reasons for failing to supply any of the information referred to in paragraphs 5.3.7(a) to 5.3.7(g) of subsection 5.3.7 of the MSA Determination No.1 of 2022.

Prior to the provision of information under subsection 5.3.7 of the MSA Determination No.1 of 2022, the Access Provider may request the Access Seeker to enter into a confidentiality agreement in accordance with subsection 5.3.8 of the MSA Determination No.1 of 2022.

- 2.17 Any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by the Access Provider under subsections 5.3.9, 5.3.10 and 5.3.11 of the MSA Determination No.1 of 2022.

Insurance requirements: An Access Provider shall ensure that any insurance that it requires an Access Seeker to have in place extends no further than the reasonable insurable interest that the circumstances require and, without limiting the foregoing, shall not be permitted to require:

(a) insurance beyond that necessary for worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into;

(b) comprehensive general liability insurance 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; and

(c) the Access Seeker to specifically list the Access Provider's name as the beneficiary.

- 2.18 Make Good:

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

- 2.19 Access:

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

approval.

2.20 Agreement

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

2.21 Contact point or mechanism:

The Access Provider shall designate and notify an Access Seeker of one or more of the following:

- (a) a person to whom Orders for access to Facilities and/or Services are to be delivered;
- (b) a contact point to which Orders for access to Facilities and/or Services are to be delivered (such as an email address); and
- (c) a mechanism where Orders for access to Facilities and/or Services can be made (such as a web portal or B2B gateway), provided that if such a mechanism is the only method which the Access Provider provides for the receipt of Orders for that Facility and/or Service, the Access Provider cannot require the Access Seeker to unreasonably invest in specialised technology or systems (such as an automated interface between the Operational Support Systems of the Operators).

2.22 Order content:

Prior to access being provided, an Access Provider may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. An Access Provider may request an Access Seeker to provide, at a level of detail (sufficient for planning and provisioning), the following information in an Order for access to Facilities and/or Services:

- (a) the Facilities and/or Services to which access is requested;

- (b) a requested date and time for delivery;
- (c) the location of the points of delivery;
- (d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect the Access Provider's Network; and
- (e) such other information that the Access Provider reasonably requires in order for it to provision access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:
 - (i) the Access Provider does not require from itself for similar provisioning;
 - (ii) identifies, or which enables the identification of, a Customer or services of the Access Seeker; or
 - (iii) is non-permitted information under subsection 5.4.16 of the MSA Determination No. 1 of 2022.

2.23 Acknowledgment of receipt:

An Access Provider shall acknowledge receipt of an Order for Facilities and/or Services, in writing (or any other material or electronic form as agreed by the parties), within the period specified in the Service Specific Obligations for the purposes of this subsection 5.7.5 of the MSA Determination No. 1 of 2022.

2.24 Notice of Receipt:

The Access Provider must include in its Notice of Receipt the following information:

- (a) the time and date of receipt of the Order;
- (b) a list of any additional information reasonably required by the Access Provider from the Access Seeker to provision the Order;
- (c) whether the Access Provider needs to perform post-Order Service Qualification because information is not readily available to the Access Provider, for example in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualification; and
- (d) the position of the Order in the Access Provider's queue.

2.25 Withdrawal of Order following Service Qualifications:

An Access Provider shall permit an Access Seeker to withdraw its Order without penalty, except that it may recover from the Access Seeker reasonable costs incurred by the Access Provider for any Service Qualification undertaken in respect of the withdrawn Order (irrespective of whether the Access Provider has accepted the Order or not) before the earlier of:

- (a) ten (10) Business Days after the Access Seeker receives the result of a Service

Qualification under subsection 5.7.9 of the MSA Determination No. 1 of 2022; and

(b) one (1) Business Day before the Access Provider commences civil works to provision the Order (where the civil works are required to provision the Facility and/or Service within the delivery timeframe specified in the Notice of Acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by the Access Provider, which may be in the form of a Notice of Acceptance if civil works is to occur after the Access Provider has accepted the Order.

2.26 Acceptance obligation:

An Access Provider must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by the Access Provider pursuant to subsection 5.6 of the MSA Determination No. 1 of 2022.

2.27 Access Seeker's confirmation:

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

(b) Where the Access Seeker's confirmation is required for the Access Provider to proceed with fulfilling an Order as provided for under paragraph 5.7.15(a) above, the Access Provider shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, the Access Provider shall fulfil the Order in accordance with the Notice of Acceptance.

2.28 Estimated charges:

If the Notice of Acceptance provided by the Access Provider contains estimates of charges (e.g. based on time and materials):

(a) the Access Provider shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:

(i) the estimate will likely be exceeded;

(ii) an explanation of the reasons for exceeding the estimate; and

(iii) a further estimate of the charges for the work necessary to fulfil the Order;

(b) the Access Provider shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by the Access Provider under paragraph 5.7.16(a) above if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%);

(c) where the actual cost incurred by the Access Provider exceeds an estimate or revised

estimate for a specific scope of work provided by the Access Provider due to:

(i) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or

(ii) a change in the scope of work by the Access Seeker,

the Access Seeker shall be obliged to pay the Access Provider for the actual cost incurred (but in no other circumstances); and

(d) the Access Provider shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker within the timeframe set out in paragraphs 5.7.13(e) or 5.7.16(b) of the MSA Determination No.1 of 2022, as applicable.

2.29 Delivery dates:

The Access Provider shall deliver the Order for the Facilities and/or Services by the delivery date or activation date (as applicable) as specified in the Notice of Acceptance or the extended delivery date (if any) as determined in accordance with subsection 5.7.24 of the MSA Determination No. 1 of 2022.

2.30 Early delivery dates:

If the Access Provider, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date.

2.31 Cancellation and variation of Orders:

An Access Provider shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 5.7.26 of the MSA Determination No. 1 of 2022.

2.32 Cancellation or variation penalty:

Except where the MSA Determination No.1 of 2022 provides that cancellation of an Order is to be at no penalty:

(a) the Access Provider may impose a charge for the cancellation or variation of the Order; and

(b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:

(i) the sum of costs necessarily incurred by the Access Provider which is directly attributable to the cancellation or variation; or

(ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,

and reduced to the extent that those costs have been mitigated, or would have been mitigated had the Access Provider used its best endeavors to do so.

2.33 Testing and provisioning:

An Access Provider:

(a) shall co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services, including, but not limited to, by implementing a proof of concept if requested by the Access Seeker;

(b) shall treat an Access Seeker's testing and provisioning on an equivalent basis to that which the Access Provider treats testing and provisioning for itself; and

(c) may require reasonable co-operation by the Access Seeker in respect of such activities.

2.34 Queuing policy:

An Access Provider shall establish and maintain a queuing policy for each Facility and/or Service, which:

(a) shall be non-discriminatory;

(b) shall be applied to Orders and Service Qualifications of all Access Seekers and Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Orders and Service Qualifications of Access Seekers on an equivalent basis to that which the Access Provider treats Orders and Service Qualifications for itself for the same or similar Facilities and/or Services; and

(c) shall seek to maximise the efficiency of its ordering and provisioning process.

2.35 Late delivery:

If an Access Provider fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 5.7.24(a)(iii) of the MSA Determination No. 1 of 2022, except where such failure has been caused solely by either the Access Seeker's delay or a delay by a third party that is not acting under the Access Provider's direction or control (for example, where a local authority or landowner delays providing necessary approvals for works to commence), the Access Provider shall, without limitation to any other rights the Access Seeker may have under subsection 5.7 of the MSA Determination No. 1 of 2022 or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of the Access Provider's delay, and the methodology and unit rates for calculating such rebates shall be set out in the Access Provider's RAO. If the Access Provider alleges that a failure has been caused solely by the Access Seeker's delay or a delay by a third party not acting under the Access Provider's direction or control, the Access Provider shall have the burden of demonstrating:

(a) that allegation; and

(b) that the Access Provider has done all things reasonably practicable to minimize or avoid such failure.

2.36 Decommissioning notice:

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

(a) one (1) year's notice in writing to all relevant Access Seekers prior to any decommissioning of a Point of Interface; or

(b) six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any Facilities and/or Services which rely on the Access Provider's use of that site.

Where an Access Provider is required to vacate the site as a result of a third-party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, the Access Provider must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs 2.36(a) and (b) above.

2.37 Co-operation:

An Access Provider must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the Facilities and/or Services.

2.38 Alternative arrangements:

An Access Provider which notifies an Access Seeker of its intention:

(a) to decommission a Point of Interface, shall provide to the Access Seeker a functionally equivalent interconnection at another Point of Interface on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Point of Interface that is proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning; or

(b) to decommission any other Facilities and/or Services, shall provide to the Access Seeker access to alternative Facilities and/or Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Facilities and/or Services that are proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning.

2.39 Decommissioned Facilities and/or Services compensation:

Except where decommissioning is caused by Force Majeure, an Access Provider shall pay the Access Seeker's reasonable costs, necessarily incurred in:

(a) moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with paragraph 5.9.3(b) of the MSA Determination No. 1 of 2022; or

(b) re-arranging Equipment to connect to alternative Services offered in accordance with paragraph 5.9.3(b) of the MSA Determination No. 1 of 2022.

2.40 Invoices:

An Access Provider shall use its best endeavors to issue to the Access Seeker an Invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) month of the end of each Billing Cycle in accordance with subsection 5.11.3 of the MSA Determination No. 1 of 2022 for amounts due in respect of the supply of Facilities and/or Services during the relevant Billing Period.

2.41 Billing Cycle:

An Access Provider shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker in an Access Agreement.

2.42 Billing verification information:

An Access Provider shall provide, with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in an Invoice.

2.43 Summarized Invoice and billing information:

An Access Provider shall provide the Access Seeker, on written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker, in monthly tranches.

2.44 Billing error:

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

2.45 Time for payment:

Subject to subsection 5.11.11 of the MSA Determination No. 1 of 2022, an Access Provider shall allow an Access Seeker no less than one (1) month from the date of receipt of an Invoice for the Access Seeker to make the payment. This subsection 5.11.8 should not be construed as preventing an Access Provider from granting a discount to an Access Seeker as an incentive to make early payments.

2.46 Method of payment:

An Access Provider shall allow an Access Seeker to pay an Invoice by bank cheque or electronic funds transfer directly to an account nominated by the Access Provider.

2.47 No set-off:

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

2.48 Withholding of disputed amounts:

An Access Provider shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:

(a) the Access Seeker notifies the Access Provider within fifteen (15) Business Days from the date of receipt of the Invoice of such dispute (unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement); and

(b) the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of the MSA Determination No. 1 of 2022.

2.49 Billing Disputes:

An Access Provider shall allow an Access Seeker to dispute any amount in an Invoice if:

(a) in case of any other Facilities and/or Services, the Access Seeker notifies the Access Provider within thirty (30) Business Days after the date of receipt of such Invoice,

provided that, in any case specified above, the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of the MSA Determination No. 1 of 2022.

2.50 Interest:

Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with subsection 5.11.12 of the MSA Determination No.1 of 2022 an Access Provider may charge interest on any amount outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Access Provider. The interest that may be charged by the Access Provider shall be at the rate of two percent (2%) per annum above Malayan Banking Berhad's base rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's base rate calculated from the due date until the date of receipt by the Access Provider of full payment. For clarification, an Access Provider shall not charge interest on an amount which is disputed by an Access Seeker in good faith.

2.51 Backbilling:

Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, the Access Provider may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for charges which have previously not been invoiced provided that the Access Provider is able to substantiate the charges to the Access Seeker and such inclusion, amendment or issuance is made within three (3) months from the end of the Billing Cycle in which the calls were made or in which other Facilities and/or Services were provided.

2.52 Provisional billing:

Where an Access Provider is unable to issue an Invoice within one (1) month after the end of the Billing Cycle in accordance with subsection 5.11.1 of the MSA Determination No. 1 of 2022, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice ("Provisional Invoice"). In such circumstances, the Access Provider may invoice

the Access Seeker for a provisional amount for a period of not more than three (3) successive Billing Cycles, provided that the total provisional amount is no more than the average of the three (3) most recent Invoices. Where there have not been three (3) past Invoices for access to the relevant Facilities and/or Services, the Access Provider may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.

2.53 Adjustment Period:

Where a Provisional Invoice is issued by the Access Provider, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("Adjustment Period"), the Access Provider must issue an Invoice for the actual amount due for access to the relevant Facilities and/or Services. If that Invoice for the actual amount is not issued within the Adjustment Period, the Access Seeker shall treat the provisional amount as the actual amount. If the actual amount for a particular Billing Period is higher than the provisional amount for the Billing Period, then the Access Seeker will pay in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Provider. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then the Access Provider will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker.

2.54 Notification of Billing Dispute:

An Access Provider may require an Access Seeker to provide the following information when disputing any amount in an Invoice:

- (a) the reasons for which the Invoice is disputed;
- (b) the amount in dispute;
- (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number;
 - (ii) the Invoice reference number;
 - (iii) the Invoice date;
 - (iv) the Invoice amount; and
 - (v) billing verification information; and
- (d) evidence in the form of a report, indicating any relevant traffic data which is in dispute.

2.55 Term of supply:

Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, and subject to the Access Provider not being able to provide access as a result of Force Majeure, the Access Provider shall only require the Access Seeker to acquire access to individual Facilities and/or Services under the Access Agreement for a minimum period as follows:

Facilities and/or Services	Minimum Term
Network Facilities Access	Three (3) Years

Upon expiry of the relevant minimum term, an Access Seeker can terminate the Access Agreement at any time without penalty for early termination, provided that the Access Seeker provides three (3) months' notice to the Access Provider. The above term is applicable for Infrastructure Sharing.

2.56 Termination circumstances:

(a) Subject to subsection 5.14.6 of the MSA Determination No. 1 of 2022, an Access Provider may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraphs 5.14.3(a)(i), 5.14.3(a)(ii) or 5.14.3(a)(iii) of the MSA Determination No. 1 of 2022 apply, and the Access Provider has notified the Access Seeker that it will terminate where:

(i) the Access Seeker has materially breached the Access Agreement, the Access Provider has notified the Access Seeker that it will terminate in no less than one (1) month if the Access Seeker has not remedied its breach by the end of that period and the Access Seeker has failed to remedy its breach in accordance with such a notification;

(ii) the Access Seeker has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is 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 of 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.

The Access Provider 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 subsection 5.14.3 is in addition to the notice required under subsection 5.14.6 of the MSA Determination No. 1 of 2022.

(b) Except where permitted under subsection 5.14.2 of the MSA Determination No. 1 of 2022, an Access Seeker may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraphs 5.14.3(b)(i), 5.14.3(b)(ii) or 5.14.3(b)(iii) of the MSA Determination No. 1 of 2022 apply, and the Access Seeker has notified the Access Provider that it will terminate where:

(i) the Access Provider has materially breached the Access Agreement; the Access Seeker has notified the Access Provider that it will terminate in no less than one (1) month if the Access Provider has not remedied its breach by the end of that period and the Access Provider has failed to remedy its breach in accordance with such a notification;

(ii) the Access Provider has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a

receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Provider's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Provider has occurred in any jurisdiction; or

(iii) a Force Majeure has continued for a period of more than three (3) months.

2.57 Mutual compensation:

Each Operator must establish mutually acceptable compensation arrangements with each other Operator (including bill-and-keep arrangements).

2.58 Equal representatives:

Each Operator must appoint an equal number of representatives to an Interconnect Steering Group (and such other working groups as may be agreed upon) to manage the smooth and timely implementation of the terms and conditions of Access Agreements or Dispute Resolution Procedures, as applicable.

2.59 Review:

An Operator shall specify in an Access Agreement prepared by it that such Access Agreement shall be reviewed:

- (a) if the Minister issues a direction or determination relating to its subject matter;
- (b) if the Commission issues a direction or determination relating to its subject matter;
- (c) if the Act of the MSA Determination No. 1 of 2022 is amended in relation to its subject matter;
- (d) by agreement of each of the parties; or
- (e) if a condition of the Operator's license is amended or deleted or a new condition is imposed in relation to its subject matter.

2.60 Costs and expenses:

Each Operator shall bear its own costs and expenses in relation to the preparation, negotiation and execution of an Access Agreement to which they are parties

2.61 Application:

This subsection applies where Infrastructure Sharing has been requested or is to be provided.

2.62 Forecasts:

For the purposes of subsection 5.6.6 of the MSA Determination No. 1 of 2022, an Access Provider 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.

2.63 Acknowledgement of receipt:

For the purposes of subsection 5.7.5 of the MSA Determination No. 1 of 2022 an Access Provider shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.

2.64 Time for acceptance or rejection:

Subject to any shorter timeframe required under subsection 5.7.12 of the MSA Determination No. 1 of 2022, an Access Provider 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 the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of the MSA Determination No. 1 of 2022; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of the MSA Determination No. 1 of 2022, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of the MSA Determination No. 1 of 2022.

2.65 Indicative delivery timeframe:

For the purposes of paragraph 5.7.13(a)(i) of the MSA Determination No. 1 of 2022, the indicative delivery timeframe for Infrastructure Sharing is:

(a) for ground-based towers and new sites, ninety (90) Business Days; and

(b) for Common Antenna Systems in High Priority Areas:

(i) which are existing Common Antenna Systems, forty (40) Business Days; and

(ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;

(c) for fixed telecommunications poles, ten (10) Business Days; and

(d) for all other structures (including street furniture), forty (40) Business Days.

For clarification, the indicative delivery timeframe in this subsection 6.8.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of the MSA Determination No. 1 of 2022. The Access Provider shall provide progress updates of the site delivery to an Access Seeker on a monthly basis.

2.66 Billing Cycle:

For the purposes of subsection 5.11.3 of the MSA Determination No. 1 of 2022, between the Operators, the Billing Cycle for Infrastructure Sharing will be one (1) year in advance for

the first year and monthly (or such other mutually agreed period) in advance for subsequent years.

2.67 Escorts:

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

- (a) bear the costs of such escort service;
- (b) subject to Clause 2.67(d) of this RAO, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (c) subject to Clause 2.67(d) of this RAO, 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 Clause 2.67(b) or 2.67 (c) of this RAO (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.

2.68 Absence of escort:

For the purposes of subsection 6.8.7 of the MSA Determination No. 1 of 2022, if an escort does not arrive at the Access Provider's property within the timeframe specified in Clause 2.67, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

2.69 Site register:

The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

2.70 Utilities and ancillary services:

The Access Provider must, where the relevant utilities and ancillary services are within the

Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

(a) access to roads;

(b) access to land;

(c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the Access Provider;

(d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

(e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and

(f) site maintenance.

2.71 Cost:

The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in Clause 2.70 of this RAO shall be apportioned (in accordance with fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

2.72 Augmentation of Common Antenna Systems: The Access Provider shall use all reasonable endeavours to augment in-building Common Antenna. Systems to the extent required to enable the Access Provider to supply access to such in-building Common Antenna Systems on request by an Access Seeker.

2.73 Reporting:

As required under paragraph 5.3.12(1) of the MSA Determination No. 1 of 2022, the Access Provider shall notify the Commission in writing of any specified network facilities (as that term is used in the description of the Infrastructure Sharing Service) that support, or have the capability to support, the installation of mobile network equipment along, or in close proximity to:

(a) a street;

(b) a road;

(c) a path;

(d) a railway corridor;

(e) a park; or

(f) such other outdoor area that may be accessed by members of the public,

including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries.

2.74 Maintenance and rectification:

An Access Provider shall:

(a) ensure that it maintains in reasonable working condition all fixed telecommunications poles which comprise specified network facilities (as that term is used in the description of the Infrastructure Sharing Service), subject to paragraph 2.74(b); and

(b) on notice by an Access Seeker, or upon otherwise becoming aware, that any fixed telecommunications pole does not comply with paragraph 2.74(a), perform within forty (40) Business Days such activities as required to rectify such non-compliance.

2.75 Service Assurance Targets for Infrastructure Target:

Severity	Service Definition	Fault Type (Including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
Level 1	Hub Sites (a site with more than 5 child sites)	<ul style="list-style-type: none">• Outage caused by fault of AC power supply system owned by Access Provider• Outage caused by power issue at landlord/building• Outage caused by CME issues• Outage due to flooding	1 hour	Every 1 hour	4 hours	48 hours	48 hours
Level 2	End Sites (Site that is not a Hub Site)	<ul style="list-style-type: none">• Outage caused by fault of AC power supply system owned by Access Provider• Outage caused by power issue at landlord/building• Outage caused by CME issues• Outage due to flooding	1 hour	Every 2 hours	4 hours	7 Business Days	5 Business Days
Level 3	No Service Affecting Fault	Issues related to power system asset belonging to Access Provider, landlord/building site access or CME issues	1 hour	Every 24 hours	24 hours	14 Business Days	N/A

(i) All faults reported shall be ascribed with a Severity Level set out above and Parties shall cooperate with one another to achieve Rectification Times based on the severity of the fault reported.

(ii) "Progress Update Frequency" means the frequency at which the Access Seeker may call the Access Provider for restoring the fault to obtain a verbal or written progress update.

(iii) "Response Time" refers to the time for the Access Provider to respond to the fault and is measured from the time the fault is reported by the Access Seeker to the Access Provider.

(iv) "Rectification Time" refers to the time for the Access Provider to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a permanent basis.

(v) "Temporary Restoration Time" refers to the time for the Access Provider to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a temporary basis.

2.76 Rebates:

If the Access Provider is unable to provide the Service due to negligence on its part (e.g., poorly designed structure or platform that does not function properly, the Access Provider failed to pay rental to its landlord on time, the Access Provider failed to provide site access), without limiting the Access Provider's obligation to provide any applicable rebates under subsection 5.7.33 of the MSA Determination No. 1 of 2022, affected Access Seekers are entitled to a rebate for not meeting the Service Assurance Target under Clause 2.75 above, which shall at a minimum reflect the rental amount paid or to be paid by the Access Seeker to the Access Provider for the period of site downtime.

2.77 Grounds for refusal:

In addition to the grounds for refusal in subsection 5.4.11 of the MSA Determination No. 1 of 2022, an Access Provider may, based on reasonable safety and security reasons, refuse an Order Request to fixed telecommunication poles being utilised for critical government services, including in connection with government agencies, the military or the police.

2.78 Capacity Allocation Policy:

In addition to subsection 5.7.32 of the MSA Determination No. 1 of 2022, the Access Provider's Capacity Allocation Policy for Infrastructure Sharing Services shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

- (a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;
- (b) the Access Provider shall determine the available space only after considering:
 - (i) the requirements for Infrastructure Sharing Services for the Access Provider's then existing maintenance purpose;
 - (ii) the reservation of the Infrastructure Sharing Service for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of an Order; and
 - (iii) the structural integrity of the infrastructure to safely accommodate additional capacity; and
- (c) the allocation of available space shall be:
 - (i) on a first-come, first-served basis;
 - (ii) applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and
 - (iii) to the extent possible, based on efficient allocation principles to minimise space wastage.

ANNEXURE A: DISPUTE RESOLUTION PROCEDURES

1 Definitions

1.1 In the Dispute Resolution Procedures set out in this Annexure A:

- (a) "Billing Dispute" means the dispute of an Invoice issued by one party to the other party, which is made in good faith;
- (b) "Billing Dispute Notice" means the written notification made by one party to the other party in relation to a Billing Dispute in accordance with subsection 6.4 of this Annexure;
- (c) "Billing Dispute Notification Period" means the period after the date of receipt of an Invoice during which a Billing Dispute may be raised in relation to that Invoice, as specified in subsection 6.2 of this Annexure;
- (d) "Billing Representative" means a representative of the party appointed in accordance with the billing procedures set out in subsection 6.15 of this Annexure;
- (e) "Billing System" means a system to issue Invoices relating to charges payable by each party under an Access Agreement;
- (f) "Dispute" has the meaning given to it in subsection 2.1 of this Annexure;
- (g) "Notice" means the notice issued of intention to form the Interconnect Steering Group, as specified in subsection 4.1 of this Annexure; and
- (h) "Technical Expert" has the meaning given to it in subsection 5.3 of this Annexure.

2. Introduction

- 2.1 Subject to paragraph 2.2(b) of this Annexure, an Access Provider and an Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between an Access Seeker and an Access Provider in relation to or in connection with the supply of Facilities and/or Services to which the MSA Determination No.1 of 2022 applies ("Dispute").
- 2.2 The following dispute resolution mechanisms are discussed in this section:
- (a) interconnect steering group; and
 - (b) subject to specific resolution of disputes, being:
 - i. technical disputes (which must follow the procedure set out in section 5 of this Annexure if they cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Annexure);
 - ii. Billing Disputes (as defined in subsection 1.1 of this Annexure), which must follow the procedures set out in section 6 of this Annexure; or
 - iii. any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Annexure, must be referred to the Commission for resolution.

2.3 A Dispute shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the Dispute cannot or otherwise fail to reach an agreement, the Parties shall always be entitled to seek resolution of the Dispute by the Commission in accordance with section 151 of the Act, and the Commission will decide the dispute if it is satisfied that:

- (a) the Parties will not reach agreement, or will not reach agreement in a reasonable time;
- (b) the notification of the Dispute is not trivial, frivolous or vexatious; and
- (c) the resolution of the Dispute would promote the objects in the Act.

An Access Provider shall not prevent the Access Seeker from notifying a Dispute to the Commission in accordance with the Act.

2.4 For clarification, unless stated otherwise, all references to sections, subsections and paragraphs in this Annexure are references to sections, subsections and paragraphs of this Annexure.

3. General

3.1 An Operator may not commence court proceedings relating to a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this subsection shall be construed as ousting the jurisdiction of any court.

3.2 Both Parties to a Dispute shall ensure that their representatives acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each party must notify the other party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to the representative, a party may require that those matters be referred to more senior officers of that party who have authority to settle those matters.

3.3 During a Dispute and any dispute resolution process invoked in accordance with this Annexure, an Access Provider and Access Seeker must continue to fulfil their obligations under the Access Agreement between them.

3.4 Subject to subsection 3.5 of this Annexure, the Parties to a Dispute shall exchange information of a type described in the MSA Determination No.1 of 2022 during the course of, and to facilitate, resolution of the Dispute.

3.5 Confidential Information of a party which is disclosed, and any other oral or written submissions made by a party or a party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provisions contained in the Confidentiality Agreement prepared in accordance with subsection 5.3.8 of the MSA Determination No. 1 of 2022.

3.6 A party must not use information obtained under subsection 3.4 of this Annexure or described in subsection 3.5 above for any purpose other than to resolve the Dispute.

3.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert or the Commission, in accordance with this Annexure) may decide not to determine

the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.

- 3.8 The costs of the arbitration are to be shared equally between the parties, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with subsection 3.7 above. If an arbitrator decides not to determine the Dispute, the party that initiated the Dispute must pay the other party's costs.

4. Interconnect Steering Group

- 4.1 In the first instance the Access Seeker and the Access Provider should attempt to resolve the Dispute between themselves. Either party may give written notice ("Notice") to the other party ("Receiving Party") stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group ("ISG") and outline the details of the Dispute.
- 4.2 The Access Provider and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of subsection 4.1 above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.
- 4.3 The Parties shall provide for:
- (a) subject areas to be dealt with by the ISG;
 - (b) equal representation by the Access Seeker and the Access Provider;
 - (c) chairmanship and administrative functions of the working group to be shared equally; and
 - (d) formal notification procedures to the ISG.
- 4.4 The Access Provider and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the Notice unless otherwise agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.
- 4.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in subsection 4.4 of this Annexure, or after any agreed time extension has expired, either party may notify the other party that it wishes to refer the issue to:
- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or
 - (b) to the Commission for final arbitration.
- 4.6 The ISG to which an issue has been raised will meet within ten (10) Business Days of the receipt by the Receiving Party of the Notice under subsection 4.1 of this Annexure. If the ISG fails to meet or has not been formed within ten (10) Business Days of the receipt by the Receiving Party of the Notice, either Party may refer the Dispute:
- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or
 - (b) to the Commission for final arbitration.

5. Use of a Technical Expert

- 5.1 A Dispute will only be referred to a Technical Expert if the provisions of section 4 of this Annexure have been complied with.
- 5.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to ISG.
- 5.3 The person to whom a technical dispute may be referred under this section 5:
- (a) will be an expert appointed by agreement of the Parties or, if the Parties cannot agree, by the Commission;
 - (b) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communications industry;
 - (c) need not be a Malaysian citizen or resident; and
 - (d) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest,

("Technical Expert").

- 5.4 If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.
- 5.5 When relying on the services of a Technical Expert, the following dispute resolution procedures will apply to the Technical Expert:
- (a) the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
 - (b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission. No further submissions in reply shall be made except with the Technical Expert's approval.
- 5.6 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.
- 5.7 Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission in addition to the written submissions submitted in subsections 5.5 and 5.6. This process will be conducted in private.
- 5.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.
- 5.9 The Technical Expert will not have the power to appoint any other experts.
- 5.10 The Technical Expert will deliver his or her award within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.

- 5.11 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each Dispute are complied with.
- 5.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or law).
- 5.13 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

6. Billing dispute resolution

- 6.1 As outlined in the billing provisions of the MSA Determination No.1 of 2022 at subsection 5.11, a party ("Invoicing Party") shall provide to the other party ("Invoiced Party") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Facilities and/or Services during such Billing Cycle.
- 6.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if:
 - (i) in case of any other Facilities and/or Services, the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice,provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with subsection 6.4 of this Annexure.
- 6.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:
 - (a) the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the Dispute;
 - (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;
 - (c) there is, or has been, a fraud perpetrated by the Invoicing Party; or
 - (d) the Invoicing Party has made some other error in respect of the recording of the calls or capacity or calculation of the charges which are the subject of the Billing Dispute.
- 6.4 A Billing Dispute Notice given under this section 6 must specify:
 - (a) the reasons for which the Invoice is disputed;
 - (b) the amount in dispute;
 - (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number;
 - (ii) the Invoice reference number;
 - (iii) the Invoice date;

- (iv) the Invoice amount; and
 - (v) billing verification information; and
 - (d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- 6.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with subsection 5.11.11 of the MSA Determination No. 1 of 2022. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in subsection 5.11.15 of the MSA Determination No.1 of 2022 on the amount payable from the due date of the disputed invoice until the date of payment.
- 6.6 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in subsection 5.11.15 of the MSA Determination No. 1 of 2022. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.
- 6.7 The parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this section 6.
- 6.8 If the parties are unable to resolve any Billing Dispute within one (1) month (or such other period as the parties may agree) from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is, however, under no obligation to agree to such extension.
- 6.9 To the extent that a Billing Dispute notified under this section involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- 6.10 Once the negotiation period under subsection 6.8 of this Annexure (including any extension agreed) and any suspension period under subsection 7.9 of this Annexure have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in subsection 6.11 of this Annexure ("Billing Dispute Escalation Procedure").
- 6.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 6.11 by notifying the Invoicing Party's Billing Representative. Both parties shall then appoint a designated representative who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of the MSA Determination No.1 of 2022. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty

(60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one party to the other party shall be honoured.

- 6.12 Once any Billing Dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant party within ten (10) Business Days from the date of resolution of the Billing Dispute.
- 6.13 Although it shall be the good faith intention of the parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Annexure shall prevent either party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 6.14 A party may request a joint investigation of Invoice discrepancies after that party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the parties must agree on the terms of the joint investigation, including:
- (a) the scope of the joint investigation;
 - (b) how the joint investigation will be conducted; and
 - (c) the date by which the joint investigation must be concluded.
- 6.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each party.
- 6.16 Either party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.
- 6.17 If the Billing Dispute Escalation Procedure has been exhausted, either party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

Schedule 1

Access Request
(On Access Seeker's Letterhead)

Date:

Ref:

SHOREFIELD COMMUNICATIONS SDN BHD (The Provider)

Ground Floor, Lot 5824, Sublot 13,
Laman Cenderawasih Phase 3,
93050 Kuching, Sarawak

Attn :

ACCESS REQUEST TO INSTALL, OPERATE AND MAINTAIN A TELECOMMUNICATION STRUCTURE AT OR AS PART OF [location]

We, [Company Name] are pleased to submit our Access Request to install, operate and maintain a Telecommunication structure at the Land Site subject to terms and conditions of the Reference Access Offer date [date] Ref. No [ref.no] ("RAO"). Unless the context otherwise requires, words and expressions defined in the RAO shall have the same meanings when used in this Access Request.

1.	Access Seeker Name: Address: Company No: Phone No: Facsimile No:	:	Company Name Address Company No. Phone No. Facsimile No.																
2.	Land Site and Telecommunication Structure	:	<table border="1" style="width: 100%;"><thead><tr><th style="width: 50%;">Item</th><th style="width: 50%;">Details</th></tr></thead><tbody><tr><td>Access Provider's site ID/LRD</td><td></td></tr><tr><td>Access Seeker's Site ID/LRD</td><td></td></tr><tr><td>Site Name</td><td></td></tr><tr><td>Full Address</td><td></td></tr><tr><td>Latitude/Longitude (decimal)</td><td></td></tr><tr><td>Access Provider Configuration</td><td></td></tr><tr><td>Telecommunication Structure</td><td></td></tr></tbody></table>	Item	Details	Access Provider's site ID/LRD		Access Seeker's Site ID/LRD		Site Name		Full Address		Latitude/Longitude (decimal)		Access Provider Configuration		Telecommunication Structure	
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3.	Type of Arrangements	:	<table border="1"> <thead> <tr> <th rowspan="2">Item</th> <th colspan="2">Tick (/)</th> </tr> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>i. Accepts RAO</td> <td></td> <td></td> </tr> <tr> <td>ii. Negotiate RAO Amendments</td> <td></td> <td></td> </tr> <tr> <td>iii. Negotiate Access Agreement with Alternative Terms</td> <td></td> <td></td> </tr> </tbody> </table>	Item	Tick (/)		Yes	No	i. Accepts RAO			ii. Negotiate RAO Amendments			iii. Negotiate Access Agreement with Alternative Terms					
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iv. Assessed Security																				
5.	Electricity Arrangement	:	<p>Electricity Supply and Meter Under Access Seeker's Name:</p> <p>The Access Seeker shall pay to the relevant Power Utility Company the applicable deposit and connection fee for the electricity meter, and the monthly electricity charges.</p>																	
6.	Site Acceptance Date of Telecommunications Infrastructure	:	<p>Site Acceptance Date in respect of each Site shall take place upon acceptance of the Letter of Offer by the Access Seeker in accordance to the Scheduled Date provided in Schedule 3 of this Letter of Offer.</p>																	
7.	Commencement Date	:	<p>Site Acceptance Date of the Site</p>																	

Yours faithfully,
[Access Seeker's representative's name]

Witnesses by,

NAME:
DESIGNATION:
DATE:

NAME:
DESIGNATION:
DATE:

SCHEDULE 2

CONFIDENTIALITY AGREEMENT

BETWEEN

SHOREFIELD COMMUNICATIONS SDN BHD

AND

.....

THIS AGREEMENT (the "**Agreement**") is entered into on this day of..... 2024 (the "Effective Date") by and between:

SHOREFIELD COMMUNICATIONS SDN BHD ((840354 V)), a company incorporated in Malaysia and having its principal place of business at Ground Floor, Lot 5824, Sublot 13, Laman Cenderawasih Phase 3, 93050 Kuching, Sarawak. (the "**Access Provider**");

AND

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

WHEREAS:

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

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

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

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

undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

9. However, the Receiving Party agrees to keep the Disclosing Party fully and effectually indemnified against all costs claims damages loss and/or liability whatsoever the Disclosing Party may at any time incur (including any legal or professional costs) arising out of the breach of this Agreement, acts or negligence the Receiving Party or any of their respective agents or employees and immediately upon demand by the Disclosing Party pay out such sums as may be due under or in respect of this indemnity.
10. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
11. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.
12. This Agreement does not restrict the Disclosing Party from working independently on its own or other entity using independently developed information or materials similar to the Confidential Information. The Receiving Party agrees not to disclose the fact that any similarity exists between the Confidential Information and any independently developed information and materials and further agrees that any similarity does not excuse the Receiving Party from its obligations under this Agreement.
13. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
14. This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
15. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
16. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
17. Nothing in this Agreement shall preclude the Disclosing Party from engaging in discussions with any third party(ies) that is connected to the Purpose.

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

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

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

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

Signed by,

Name :

Designation:

Duly authorized for and on behalf

Of the Access Provider [**SHOREFIELD COMMUNICATIONS SDN BHD**]

Signed by,

Name :

Designation:

Duly authorized for and on behalf

Of the Access Seeker [.....]

SCHEDULE 3

SITE LICENSE LETTER OF OFFER

(On Access Provider's Letterhead)

Date:

To: The Access Seeker

Address

Dear Sirs,

SITE LICENSE LETTER OF OFFER

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

Section	Description	Particulars	
1.	The day and year of this Agreement		
2.	The name and address of the Licensor Telephone & Fax of the Licensor (a) Telephone (b) Email	SHOREFIELD COMMUNICATIONS SDN BHD (Co. No (840354 V)) Ground Floor, Lot 5824, Sublot 13, Laman Cenderawasih Phase 3, 93050 Kuching, Sarawak 082-514332 general@shorecomm.my	
3.	The particulars of telecommunication infrastructure Sites (the "Site")	Part of the said land at:	Re: Dwg No:
		Location:	Coordinates:
		Site ID:	Size of Site:
4.	The Site Name, particulars of the Structures and the Equipment Space	Structure Type:	Structure Height M
		Number of Antenna: 3	No of Microwave Disc: 1
		Antenna /Microwave Height:	Plinth: 1
5.	Use of the Equipment Space	The Equipment Space shall be used for installing and maintaining a base transceiver station, which shall comprise communication equipment apparatus, installation or device required for the operation of the Licensee's cellular telephone network.	
6.	The Term	TEN (10) years The initial term shall take into consideration the balance of the lease period on the said Land between the Access Provider and the Landowner, whichever is the shorter period.	
7.	Commencement Date		
8.	Expiry Date		

Section	Description	Particulars
9.	Monthly Access Charges	<p>RMPer month</p> <p>a. GST 6% shall be charged.</p> <p>b. The Access Charges is based on the number of Operators using the tower as per Schedule 4 - The Access Charges.</p> <p>c. In the event the number of users is reduced, the remaining Users will be subject to an upward revision of the Access Charges stipulated in Schedule 4 – the Access Charges.</p> <p>d. In the event the Access Seeker choose to terminate the Agreement earlier than the agreed period, the Access Seeker agree and undertake to pay to the Access Provider the total Access Charges for the remainder of the Agreement period.</p>
10.	Monthly Utility Charges	<p>RM 1000.00 Per month;</p> <p>If the utility bill per month exceeds the total of the monthly utility fee for all the licensees sharing the structure, then the difference of the utility bill shall be divided equally among the Licensees and such additional amount shall be added to the monthly utility fee and shall be due and payable by the Access Seeker to the Access Provider</p>
11	Manner of payment of the Monthly Access Charges.	<p>Monthly Access Charges is payable in advance within the first seven (7) Working Days from the beginning of each month and payable by cheque in favor of SHOREFIELD COMMUNICATIONS SDN BHD or to bank in directly into SHOREFIELD COMMUNICATIONS SDN BHD's bank account:</p> <p>Bank : Maybank</p> <p>Branch : Kuching Main Branch</p> <p>Account Name : Shorefield Communications Sdn Bhd</p> <p>Account Number: 511038628524</p>
12.	Security & Utility Deposit	<p>Security Deposit: 3 Months Deposit</p> <p>Utility Deposit: 3 Months Utility Deposit amounting to RM3,000.00</p>
13.	Payment of the Security and Utility Deposits	Within fourteen (14) Working Days from the acceptance of this Site License Letter of Offer.
14.	The duration for the renewed term	Three (3) further terms of three (3) years each
15.	The Monthly License Fee payable for the renewed term	Prevailing market value but shall not exceed ten per centum (10%) of the last preceding Monthly License Fee.
16.	Goods or Sales Tax (GST)	If any Goods or Services Tax (GST) is imposed on any facilities and/or services supplied by the Access Provider by the relevant Malaysian Authorities, the Access Seeker shall pay for the appropriate GST under each invoice.
17.	Upgrading of the Infrastructure Site and/or of the Structure by The Access Provider	<p>If the Licensor is required by the Landowner or the relevant Malaysian Authorities for alterations or additions to be made to or erected on the Site and/or the structure, the Licensor shall inform the Licensee of the alterations or additions to the Site / Structure including the proposed dates for the works to be undertaken together with its completion dates, fourteen (14) days from such works to be undertaken and the Licensee shall agree to any changes to be made to the Site and/or Structure.</p> <p>Both parties agree to use reasonable efforts to do everything required to enable the Licensor to undertake the upgrade of the site / structure and the parties shall endeavor to minimize any disruptions to the Licensee's transmission activities.</p>

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

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

Yours faithfully,
SHOREFIELD COMMUNICATIONS SDN BHD

.....
Name:
Designation: Managing Director

Date:
SHOREFIELD COMMUNICATIONS SDN BHD
Ground Floor, Lot 5824, Sublot 13, Laman Cenderawasih Phase 3,
93050 Kuching, Sarawak
Dear Sirs,

ACKNOWLEDGEMENT OF ACCEPTANCE

We, the Access Seeker, (**Co No:**) hereby acknowledge that we have read and understood the contents of the Letter of Offer dated and hereby accept all the above terms and conditions as stated therein.

Signed for and on behalf of

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

SCHEDULE 4

ACCESS CHARGES

SARAWAK							
#	Site Type	Height	New Build (1-way)	2-way	3-way	4-way	5-way
1	Rooftop (including wall mounted, boom, unipole, bipod, tripod, minaret, minaret billboard/ sign board etc.)	3m – 9m	3,800.00	Nil	Nil	Nil	Nil
2	DBKL Lamp Pole	18m	4,100.00	Nil	Nil	Nil	Nil
3	Lamp Pole	18m	4,100.00	Nil	Nil	Nil	Nil
4	Lamp Pole	24m	4,400.00	3,300.00	2,805.00	Nil	Nil
5	Lamp Pole	30m	4,900.00	3,675.00	3,123.75	Nil	Nil
6	Lamp Pole	36m	7,500.00	5,625.00	4,781.25	Nil	Nil
7	Mono Pole	24m	4,400.00	3,300.00	2,805.00	Nil	Nil
8	Mono Pole	30m	4,900.00	3,675.00	3,123.75	Nil	Nil
9	Mono Pole	36m/45m	7,500.00	5,625.00	4,781.25	Nil	Nil
10	Aesthetic/ Tree Monopole	24m	4,700.00	3,525.00	2,996.25	Nil	Nil
11	Aesthetic/ Tree Monopole	30m	5,600.00	4,200.00	3,570.00	Nil	Nil
12	Aesthetic/ Tree Monopole	36m/45m	8,400.00	6,300.00	5,355.00	Nil	Nil
13	Ground Based Tower	30m	5,400.00	4,050.00	3,442.50	Nil	Nil
14	Ground Based Tower	45m	8,100.00	6,075.00	5,163.75	4,647.38	4,415.01
15	Ground Based Tower	60m	11,200.00	8,400.00	7,140.00	6,426.00	6,104.70
16	Ground Based Tower	75m	12,800.00	9,600.00	8,160.00	7,344.00	6,976.80
17	Smart Pole	18m	5,200.00	Nil	Nil	Nil	Nil
19	Smart Pole (Single HEX)	24m	5,700.00	4,275.00	3,633.75	Nil	Nil
20	Smart Pole (Double HEX)	24m	6,600.00	4,950.00	4,207.50	Nil	Nil

SEMENANJUNG							
#	Site Type	Height	New Build (1-way)	2-way	3-way	4-way	5-way
1	Rooftop (including wall mounted, boom, unipole, bipod, tripod, minaret, minaret billboard/ sign board etc.)	3m – 9m	3,600.00	Nil	Nil	Nil	Nil
2	DBKL Lamp Pole	18m	3,600.00	Nil	Nil	Nil	Nil
3	Lamp Pole	18m	3,600.00	Nil	Nil	Nil	Nil
4	Lamp Pole	24m	3,900.00	2,925.00	2,486.25	Nil	Nil
5	Lamp Pole	30m	3,900.00	2,925.00	2,486.25	Nil	Nil
6	Lamp Pole	36m	7,000.00	5,250.00	4,462.50	Nil	Nil
7	Mono Pole	24m	3,900.00	2,925.00	2,486.25	Nil	Nil
8	Mono Pole	30m	3,900.00	2,925.00	2,486.25	Nil	Nil
9	Mono Pole	36m/45m	7,000.00	5,250.00	4,462.50	Nil	Nil
10	Aesthetic/ Tree Monopole	24m	4,200.00	3,150.00	2,677.50	Nil	Nil
11	Aesthetic/ Tree Monopole	30m	5,100.00	3,825.00	3,251.25	Nil	Nil
12	Aesthetic/ Tree Monopole	36m/45m	7,900.00	5,925.00	5,036.25	Nil	Nil
13	Ground Based Tower	30m	4,900.00	3,675.00	3,123.75	Nil	Nil
14	Ground Based Tower	45m	7,600.00	5,700.00	4,845.00	4,360.50	4,142.48
15	Ground Based Tower	60m	10,700.00	8,025.00	6,821.25	6,139.13	5,832.17
16	Ground Based Tower	75m	12,300.00	9,225.00	7,841.25	7,057.13	6,704.27
17	Smart Pole	18m	4,700.00	Nil	Nil	Nil	Nil
19	Smart Pole (Single HEX)	24m	5,200.00	3,900.00	3,315.00	Nil	Nil
20	Smart Pole (Double HEX)	24m	6,100.00	4,575.00	3,888.75	Nil	Nil