



Access Reference Document

of

Digi Telecommunications Sdn. Bhd.

VERSION 1.1 OF 2016

Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List Determination No. 1 of 2005 As Varied By Variation To Commission Determination on Access List (Determination No. 1 of 2005) Determination No. 1 of 2009, Determination No. 2 of 2015 (“Access List Determination”) and the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access Determination No. 2 of 2005 As Varied By Variation To The Commission Determination On Mandatory Standard On Access (Determination No. 2 of 2005) Determination No. 2 of 2009 (“MSA Determination”) and the Commission Determination on Mandatory Standard on Access Pricing Determination No.1 of 2012 As Varied By Variation to Commission Determination on Mandatory Standard on Access Pricing (Determination No. 1 of 2012) Determination No.4 of 2015 (“MSAP Determination”)

INTRODUCTION

1. This Access Reference Document (“**ARD**”) specifies the procedures and process to be followed by an Access Seeker who intends to acquire a Product from Digi Telecommunications Sdn. Bhd. (Company No. 201283-M) (“**Digi**”)
2. The ARD is divided into the following parts:

Part A	Scope of the ARD
Part B	Application Process
Part C	Negotiation Process and Timelines
Part D	Confidentiality Agreement
Part E	Products
Part F	Access Service Charges
Part G	Index to Forms
Part H	Dictionary
3. This ARD may be subject to amendments from time to time.
4. Where an amendment is made to the ARD, Digi shall within 10 Business Days supply an amended copy of the ARD to all Access Seekers who have submitted to Digi an Access Request and which Access Request is still pending process by Digi. The amendment to the ARD shall be effective after the expiry of the Initial Period if no notice of dispute is issued to and received by Digi within the said period.
5. For the purposes of this ARD, an amendment shall mean an addition, deletion, or substitution to the provisions of the ARD other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in the ARD not to amount to an amendment of the ARD.
6. In the event any notice of dispute is received, Digi shall notify all Access Seekers of the effective date of the amendment.
7. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked "ARD" and sent to the following:

Digi Telecommunications Sdn. Bhd.
Lot 10, Jalan Delima 1/1,
Subang Hi-Tech Industrial Park,
40000 Shah Alam
Selangor

**Attention: Head
International Business & Carrier Services
Marketing Division**

A change of address shall not be construed as an amendment to the ARD.

8. The terminology used in this ARD has the meaning ascribed to them in **Part H – Dictionary**. All other words and phrases used in this ARD shall, unless the context otherwise requires, have the same meaning as in the MSA.

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Part A: Scope of ARD

1. Introduction

1.1 This ARD only applies to Products that are consistent with the terms of the Access List.

2. Applicability To Licensees

2.1 This ARD applies to Access Seekers who are licensed under the Act as:

- (a) network facilities providers;
- (b) network service providers;
- (c) applications service providers; and
- (d) content applications service providers.

2.2 Where an Access Seeker requires fast track service provisioning from Digi, the Access Seeker must in addition fulfill all of the following criteria:

- (a) the annual voice and data traffic originated or to be originated by the Access Seeker or terminated by the Access Seeker or conveyed via the Network Facilities of the Access Seeker (whether such facilities are owned or leased or licensed or used under any other form) does not in the aggregate exceed 1E1;
- (b) that the Access Seeker's business operations are confined to the states of Selangor and Wilayah Persekutuan of Kuala Lumpur.
- (c) that the Facilities and Services of Digi sought are limited to use for:
 - (i) Fixed Network Termination Service;
 - (ii) Mobile Network Termination Service; and
 - (iii) Interconnect Link Service.
- (d) that the requirements of the Access Seeker does not have a material impact on Digi's current level of network resources.
- (e) the provision of a security deposit of **RM50,000.00** in the form of cash or irrevocable, unconditional, on-demand bank guarantee for a minimum period of **3 years**.

3. Non-Applicability of the ARD

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

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Part B: Application Process

1. Introduction

- 1.1 An Access Seeker must comply with the following process if it wishes to obtain access to Facilities and/or Services on the Access List from Digi.
- 1.2 These provisions apply in the following circumstances:
 - (a) Where there is no current access agreement between Digi and the Access Seeker;
or
 - (b) If there is a valid and subsisting access agreement between Digi and the Access Seeker and, either
 - (i) such access agreement will expire within **4 months** from the date when the Access Seeker makes a request; or
 - (ii) the requested Facility and/or Service is outside the scope of such access agreement.

2. Access Request Process

- 2.1 An Access Seeker that wishes to obtain access to any Facility and/or Service on the Access List from Digi, must complete either **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]**. **Form B.2 [Fast Track Service Provisioning]** is only to be submitted by an Access Seeker who complies with the additional criteria specified in **Section 2.2 Part A** of this ARD. The form must be signed by an authorised officer or representative of the Access Seeker.
- 2.2 Within **10 Business Days** of receipt of **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]**, Digi shall respond to the Access Seeker by either:
 - (a) accepting the Access Request, and issuing **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]**; or
 - (b) accepting the Access Request made pursuant to **Form B.1 [Standard Service Provisioning]** and issuing **Form B.4 [Access Request Acceptance – Negotiation]**; or
 - (c) requesting for further information by issuing **Form B.5 [Request for Further Information]**; or

- (d) rejecting the Access Request, and issuing **Form B.6 [Access Request Rejection Notice]**.
- 2.3 If Digi is willing to provide access to the Access Service(s), Digi will (together with **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]** or **Form B.4 [Access Request Acceptance – Negotiation]**) indicate the security deposit and non-refundable processing fee and/or other charges payable by the Access Seeker.

3. Acceptance

- 3.1 If the Access Request made by the Access Seeker pursuant to **Form B.1 [Standard Service Provisioning]** accepts the terms and conditions of this ARD and the access agreement as the basis for the access to the Facilities and/or Services offered to be provided by Digi, then Digi shall issue **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]** to the Access Seeker together with engrossed copies of the access agreement which the Access Seeker shall execute and return to Digi within **10 Business Days** of the date of issue of the **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]** together with the security arrangements and copies of insurance arrangements specified by Digi in **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]**.
- 3.2 If the Access Request made by the Access Seeker is pursuant to **Form B.2 [Fast Track Service Provisioning]**, Digi shall within **10 Business Days** of receipt of the **Form B.2 [Fast Track Service Provisioning]** issue to the Access Seeker engrossed copies of the access agreement, if the said Access Request is accepted by Digi. The Access Seeker shall within **10 Business Days** return to Digi the access agreements duly executed together with the security and insurance arrangements specified by Digi in **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]**.

3.3 If:

- (a) the Access Seeker had submitted an Access Request using **Form B.1 [Standard Service Provisioning]** which contains a request to negotiate the terms and conditions of the access agreement, and
- (b) Digi is willing to proceed to negotiate the Access Request and the terms and conditions of the access agreement;

then Digi shall do the following:

- (i) issue **Form B.4 [Access Request Acceptance – Negotiation]** which shall specify a date and time no later than **15 Business Days** from the date of the Access Request at which the Access Seeker's representative can meet with the

representative of Digi to negotiate the terms and conditions of the access agreement;

- (ii) require the Access Seeker to provide further technical information relating to the Access Seeker's network which Digi may reasonably need; and
- (iii) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

3.4 Upon the issuance of **Form B.4 [Access Request Acceptance – Negotiation]** by Digi, the timeline for the negotiations shall be as set out in **Part C**.

4. Request for Further Information

4.1 Digi may request the Access Seeker to provide further information on an Access Request submitted by issuing **Form B.5 [Request for Further Information]** to the Access Seeker.

4.2 Upon receipt of **Form B.5 [Request for Further Information]**, the Access Seeker shall within **10 Business Days** provide further information to Digi.

4.3 If in Digi's opinion the information provided is sufficient for it to make a decision as to whether to accept or reject the Access Request, it shall reconsider the Access Request and inform the Access Seeker of its decision within **10 Business Days**.

4.4 For the avoidance of doubt, Digi may make more than one request for additional information from the Access Seeker in order for Digi to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in **Sections 4.2 and 4.3**.

4.5 If the Access Seeker does not provide further information in response to a request made by Digi, then the Access Seeker shall be deemed to have revoked the Access Request.

5. Access Request Rejection

5.1 If Digi rejects an Access Request, Digi shall issue **Form B.6 [Access Request Rejection Notice]**. The Access Seeker may attend and meet with the representatives of Digi on the date and time and at the venue specified in **Form B.6 [Access Request Rejection Notice]** which date shall not be later than **7 Business Days** from the date of **Form B.6 [Access Request Rejection Notice]**.

- 5.2 If the Access Seeker fails or neglects to attend the specified meeting without providing acceptable reasons in writing at least one day prior to the date of the meeting, then such failure shall be deemed to be acceptance of the rejection of the Access Request.
- 5.3 If the Access Seeker does attend, and the rejection of the Access Request is not resolved (whether at that meeting or any subsequently agreed meeting), then either Digi or the Access Seeker may initiate the Dispute Resolution Procedures set out in the MSA.
- 5.4 Pending the final determination of the dispute, Digi shall not be obliged to provide access to the Access Seeker.
- 5.5 Notwithstanding the foregoing, in the event Digi rejects an Access Request, the Access Seeker may file with Digi a new Access Request. Should the Access Seeker file a new Access Request, the processes set out **Section 2.2** to **Section 9** of **Part B** of the ARD as applicable for an Access Request made pursuant to submission of **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]** shall apply to such Access Request.

6. Right to Reject

- 6.1 Digi may reject an Access Request made by an Access Seeker using **Form B.1 [Standard Service Provisioning]** upon any of the following grounds:
 - (a) the Access Request is not made in good faith; or
 - (b) the information provided by the Access Seeker is incomplete or false; or
 - (c) it is not technically feasible to provide access to the Facilities and/or Services requested; or
 - (d) Digi has insufficient capacity or space to provide the requested Facilities and/or Services; or
 - (e) Digi reasonably believes that the Access Seeker may fail to make timely payments for the requested Facilities and/or Services; or
 - (f) Digi reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions of access of the relevant Facilities and/or Services; or
 - (g) does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third party; or

- (h) Digi reasonably believes that the safety of its network will be compromised by the grant of the access requested; or
- (i) Digi reasonably believes that access is being sought for a purpose in contravention of any laws; or
- (j) Digi reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- (k) access is being sought to Facilities and Services which are not on the Access List; or
- (l) national interest.

6.2 Rejection by Digi of an Access Request **Form B.2 [Fast Track Service Provisioning]** must be solely on any of the grounds specified in **Subsections 6.1(e) or (f) or (g)** or failure to fulfil the criteria in **Section 2.2 of Part A** of the ARD.

7. Right to Withdraw Access Request

- 7.1 No later than the **5th Business Day** following the date of the Access Request, the Access Seeker may withdraw the Access Request at no cost. The Access Seeker must inform Digi in writing of its decision before the expiry of the **5th Business Day**.
- 7.2 If Digi does not receive such written notice by the close of business on the **5th Business Day** following the date of the Access Request, then withdrawal of the Access Request by the Access Seeker shall be on condition that the Access Seeker pay Digi's fees in processing the Access Request. Payment shall be made within **30 days** of the date of Digi's invoice failing which interest shall be levied at 8% per annum from the due date to date of payment.
- 7.3 Digi shall not be obliged to nor under any liability to fulfill an Access Request that is withdrawn.

8. Applicability for Additional Services

- 8.1 Notwithstanding that the Access Seeker may have entered into an Access Agreement with Digi, the Access Seeker shall for each additional facility or service of a type which it requires access to in addition or in substitution to the access already provided under an Access Agreement, submit an Access Request in accordance with the provisions set out above.

9. Processing and Other Charges

- 9.1 Digi may charge the Access Seeker a non-refundable processing fee for undertaking administrative work to process the Access Request.
- 9.2 In the event additional and/or non-routine work ie non-administrative work or site visits or site surveys or technical surveys or technical evaluation work or testing etc, is required in order to process the Access Request, Digi will charge a separate fee for undertaking such additional work.
- 9.3 All fees and charges inclusive of disbursements and taxes must be paid within **30 days** of the date of the invoice rendered by Digi failing which interest shall be levied at 8% per annum from the due date to date of payment. Further non-payment of the charged fees shall be a ground for refusal by Digi to provide the agreed access to the Facilities and Services or entitle Digi to terminate the access agreement if such access agreement has been agreed or accepted or executed.
- 9.4 The Access Seeker shall always remain liable to pay the fees for processing the Access Request and the undertaking by Digi of the additional and/or non-routine work, notwithstanding the Access Request may have been rejected by Digi or withdrawn by Access Seeker.

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Part C: Negotiation Process and Timeline

1. Introduction

- 1.1 The following negotiation process and timelines shall be applicable to negotiations between an Access Seeker and Digi in respect of an Access Agreement. 1.2 All negotiations shall be conducted by the Access Seeker in good faith.

2. Commencement of Negotiation

- 2.1 If an Access Seeker has received **Form B.4 [Access Request Acceptance – Negotiation]** from Digi, the Access Seeker must within **5 Business Days** of receipt of the **Form B.4 [Access Request Acceptance – Negotiation]** submit to Digi a list of its comments identifying the affected clauses the proposed amendments, the priority of importance and the rationale for such change. The Access Seeker shall also specify in such submission, the date when it proposes to commence negotiations. 2.2 If the Access Seeker shall have failed, neglected and/or refused to do so, then the Access Seeker shall have been deemed to have withdrawn its Access Request.

3. Duration of Negotiations

- 3.1 All negotiations shall be concluded within **120 days** from the date Digi receives a written request to commence negotiations.
- 3.2 If negotiations are not completed within **120 days**:
- (a) the Parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the Parties and the dispute resolution procedures under the MSA shall take effect; or
 - (b) either Party may initiate the dispute resolution procedures.

4. Initial Meeting

- 4.1 The designated representatives of Digi and Access Seeker as specified in **Form B.1 [Standard Service Provisioning]** and **Form B.5** shall meet on the date and time at the venue specified in **Form B.4 [Access Request Acceptance – Negotiation]** by Digi, and shall:
- (a) agree a timetable for the negotiations, including milestones and dates for subsequent meetings;
 - (b) agree the negotiating procedures, including:
 - (i) the calling and chairing meetings;
 - (ii) the party responsible for keeping minutes of meetings;
 - (iii) clearly defined pathways and timetables for escalation within each party of matters not agreed in meetings;
 - (iv) procedures for consulting and including in the negotiating process relevant experts from the staff of each of the parties; and
 - (v) procedures for preparing and exchanging position papers;
 - (c) review the information requested and provided to date and identify information yet to be provided by each Party; and
 - (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

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Part D: Confidentiality Agreement

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (“this Agreement”) is entered into on this day of 20

BETWEEN

DIGI TELECOMMUNICATIONS SDN. BHD. (Company No: 201283-M), a company incorporated in Malaysia and having its principal place of business at Lot 10, Jalan Delima 1/1, Subang Hi-Tech Industrial Park, 40000 Shah Alam, Selangor Darul Ehsan, Malaysia (hereinafter referred to as “Digi”) of the one part;

AND

_____ (Company No: _____) a company incorporated in Malaysia and having its principal place of business at _____ (hereinafter referred to as “the Company”) of another part;

(Digi and the Company are individually referred to as “Party” and collectively as “Parties”.)

RECITALS

WHEREAS :-

- A. Digi is a licensed carrier under the Communications and Multimedia Act 1998. Pursuant to the Act, Digi may offer communications network services within and outside Malaysia.
- B. The Access Seeker is a licensed carrier under the Communications and Multimedia Act 1998. Pursuant to the Act the Access Seeker may offer communications network services in Malaysia.

- C. Pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List Determination No. 1 of 2005 As Varied By Variation To Commission Determination on Access List (Determination No. 1 of 2005) Determination No. 1 of 2009, Determination No. 2 of 2015 (“Access List Determination”) and the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access Determination No. 2 of 2005 As Varied By Variation To The Commission Determination On Mandatory Standard On Access (Determination No. 2 of 2005) Determination No. 2 of 2009 (“MSA Determination”) and the Commission Determination on Mandatory Standard on Access Pricing Determination No.1 of 2012 As Varied By Variation to Commission Determination on Mandatory Standard on Access Pricing (Determination No. 1 of 2012) Determination No.4 of 2015 (“MSAP Determination”), the Parties herein govern their relationship inter se on the confidentiality and disclosure of an Access Agreement in accordance with this Access Reference Document (“**ARD**”).
- D. For such purpose, the Parties will have to disclose to each other commercially valuable non public, confidential or proprietary information deemed confidential by the Parties, such as but not limited to commercial, financial or technical information or documents that may be disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”).

In consideration of the Parties' mutual disclosure of Confidential Information (defined hereinafter) to each other, which each party acknowledges to be good and valuable consideration for its obligations hereunder, the Parties hereby agree and undertake as follows :

1. Confidential Information as used in this Agreement shall mean any information or material whether or not designated as “Confidential Information” by the Disclosing Party or whether or not owned or developed by the Disclosing Party, which is not generally known by the Receiving Party or the Receiving Party’s personnel, and of which the Receiving Party may obtain knowledge through or as a result of the relationship established hereunder with the Disclosing Party, access to the Disclosing Party's premises, or communications with the Disclosing Party's employees or independent contractors.

Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or still in development) : designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data , source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade

names or trade marks or service marks), customer names and other information related to customers, pricing policies, and financial information.

Confidential Information shall not include information that (i) is now or later becomes generally known (other than as a result of a breach of this Agreement); (ii) is independently developed by the Receiving Party, as evidenced by the written records of the Receiving Party; (iii) the Receiving Party lawfully obtains from any third party who has lawfully obtained such information; or (iv) has been published or generally disclosed to the public by the Disclosing Party. The Receiving Party intending to rely on the foregoing exclusions, shall bear the burden of showing that any of the foregoing exclusions apply to any information or materials.

Each party agrees to hold in confidence and to cause its employees, agents, representatives and subcontractors, if any, to hold in confidence and not to disclose or reveal to any person or entity the Confidential Information received hereunder without the clear and express prior written consent of a fully authorised representative of the Disclosing Party. Each party agrees not to use or disclose any of the Confidential Information received hereunder for any purpose at any time, other than for the limited purpose(s) of negotiations and implementation of Parties obligations in an agreement, if any.

2. Each party agrees to attempt to limit its disclosure of the Confidential Information made to the other party to those which are reasonably necessary to serve the limited purposes of this Agreement as set forth above.
3. Without limiting the generality of any of the provisions of this Agreement, the parties specifically agree that any reports, press releases or other publications containing Confidential Information which are not made or authorised by the Disclosing Party and which appear in any publication prior to the Disclosing Party's official disclosure of such Confidential Information, shall not release the Receiving Party from its obligations hereunder with respect to such Confidential Information. Each party agrees that it shall not publish any review, notice or other report containing any of the other party's Confidential Information prior to obtaining written permission from the Disclosing Party to disclose such Confidential Information hereunder but only to the extent that it is actually disclosed by the Disclosing Party to the Receiving Party. Without prior written consent, any review, notice or other report published by either party shall be limited to information which is not Confidential Information.

4. It is understood that the parties may furnish to each other certain materials, either in writing or otherwise fixed in tangible form, constituting or containing Confidential Information. The Parties agree that any and all these materials shall be furnished in confidence and all of the terms and conditions of this Agreement shall apply to the disclosure or furnishing of these materials. The Receiving Party shall not copy, alter, modify, disassemble, reverse engineer or decompile any of these materials without the prior written consent of the Disclosing Party. Each party agrees to return to the Disclosing Party all of these materials, together with any copies that may have been made, promptly upon the request by the Disclosing Party or, if not requested earlier, promptly after the purpose(s) for which they were furnished has been accomplished or abandoned (at least with respect to the Receiving Party).
5. Each party represents that it has not provided or communicated any of the other party's Confidential Information which it has received to the date hereof to any third party, and hereby agrees that all such Confidential Information shall be subject to the terms and conditions of this Agreement.
6. This Agreement shall not be assignable by either Party, and neither Party may delegate its duties hereunder, without the prior written consent of the other Party, which consent may be granted or denied in the sole discretion of the non-assigning Party, except that in the event that more than fifty percent (50%) of the capital stock of a Party is acquired by any person or entity, the other Party's consent shall not be required for an assignment of this Agreement to such person or entity. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, successors and permitted assigns.
7. The parties hereby understand, acknowledge and agree that the provisions of this Agreement shall be binding on each of the Parties specified herein and each party's officer, directors, employees and advisors.
8. Nothing in this Agreement shall be construed as creating any obligation on the part of any Party to disclose any Confidential Information whatsoever. Nothing in this Agreement shall be construed as granting any license or any other rights with respect to either party's proprietary rights or Confidential Information.
9. Nothing contained in this Agreement shall be construed as creating any obligation or an expectation on the part of either Party to enter into a business relationship with the other Party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating joint venture, partnership or employment relationship between the parties, it being understood that the parties are independent contractors vis-à-vis one another. Except as specified herein, no party

shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.

10. Each Party understands and acknowledges that such Confidential Information has been developed or obtained by the other Party by the investment of significant time, effort and expense, and that such Confidential Information provides such party with a significant competitive advantage in its business. Each Party understands and agrees that in the event of a breach of its obligations hereunder, the non-breaching party shall be entitled to (a) injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the breaching party, without the necessity of posting a bond or proving actual damages, and (b) be indemnified by the breaching party from any loss or harm, including solicitor's fees, arising out of or in connection with any breach or enforcement of the breaching party's obligations under this Agreement. None of the remedies set forth above shall in any way limit either Party's remedies available at law or in equity for such breach.

11. Notwithstanding anything to the contrary in this Agreement, Digi shall be entitled, to the extent as Digi deems fit and necessary, without being liable in any manner whatsoever to any Party and without being bound to any obligation of confidentiality provided in this Confidentiality and Non-Disclosure Agreement, to disclose the Confidential Information or any part(s) thereof to:
 - (a) to its legal, technical, insurance, financial advisers and accountants; or

 - (b) in connection with the procurement of any insurance or presentation of any insurance claim; or

 - (c) in connection with any financing obtained or proposed to be obtained; or

 - (d) to its permitted assignees, investors and program suppliers; or

 - (e) to its shareholder(s), to the employees, servants, agents, contractors or officers of its related company, associate company, parent company, holding company, affiliate company or subsidiary.

12. This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The formation, interpretation and performance of this Agreement shall be governed by the laws of Malaysia, excluding its conflict of law rules and the Parties agree to

submit to the exclusive jurisdiction of Malaysian courts. This Agreement may only be amended or modified in writing signed in advance by the authorised representatives of each of the Parties.

13. The foregoing commitments of each Party shall survive any rejection or conclusion of the relationship between the Parties, and shall continue for a period of five (5) years following the date of this Agreement. Notwithstanding the foregoing, and without altering the rights and obligations of the Parties with respect to any Confidential Information provided prior thereto, each Party reserves the right at any time to notify the other Party that it no longer desires to provide or receive additional Confidential Information under this Agreement, and no information provided by either Party to the other after such notice is received shall be considered Confidential Information hereunder.

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IN WITNESS WHEREOF the Parties hereto have caused this Confidentiality and Non Disclosure Agreement to be executed by their duly authorized representatives on the date first above written.

SIGNED by)
for and on behalf of)
DIGI TELECOMMUNICATIONS SDN. BHD.)
(Co. No. 201283-M))
in the presence of:).....
Name :
NRIC No :
Designation :

.....

Witnessed by :

Name :
NRIC No :

SIGNED by)
for and on behalf of)
[])
(Co. No.))
in the presence of:).....
Name :
NRIC No :
Designation :

.....

Witnessed by :

Name :
NRIC No :

(This is the signing page for the Confidentiality and Non-Disclosure Agreement between DIGI TELECOMMUNICATIONS SDN. BHD. and _____)

Part E: Products

- | | | | | |
|-----|--|---|--------------------------------|-------------------|
| 1. | Fixed Network Origination Service | : | (a) Freephone
(b) Toll Free | Product Module 1 |
| 2. | Fixed Network Termination Service | : | | Product Module 2 |
| 3. | Mobile Network Origination Service | | (a) Freephone
(b) Toll Free | Product Module 3 |
| 4. | Mobile Network Termination Service | | Mobile Call Termination | Product Module 4 |
| 5. | Interconnect Link Service | | | Product Module 5 |
| 6. | Wholesale Local Leased Circuit Service | | | Product Module 6 |
| 7. | Trunk Transmission Service | | | Product Module 7 |
| 8. | Infrastructure Sharing | | | Product Module 8 |
| 9. | Network Co-Location Service | | | Product Module 9 |
| 10. | End-to-End Transmission Service | | | Product Module 10 |
| 11. | MVNO Access | | | Product Module 11 |

**** Important Notice:**

A. All Product Modules shall be read as part of the Access Agreement.

PRODUCT MODULE 1

Fixed Network Origination Service

Terms and Conditions

1. Product Description

- 1.1 Subject to the provisions of the Access Agreement, Digi shall provide Fixed Network Origination Service to convey Call Communications originating on the network of Digi for termination to a Freephone Number or Toll Free Number on the Access Seeker's network.
- 1.2 The Access Seeker shall for each Call Communications convey the CLI.
- 1.3 For the avoidance of doubt the services provided by Digi pursuant to this Product Module is not provided for origination of Call Communications on the network of a Third Party.
- 1.4 The Access Seeker shall not permit the use of Freephone Numbers and Toll Free Numbers for the provision of voice and data communications by a Third Party or the Access Seeker to Customers of Digi.
- 1.5 The Parties agree that all Call Communications types described in **Article 1.1** of this Product Module shall be agreed between the Parties to be handed over either on a Near End Handover or Far End Handover basis.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Fixed Network Origination Service and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1 Fixed Network Origination Service shall be provided for a 3 years term. Notwithstanding the foregoing, the term of provision of Fixed Network Origination Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.
- 3.2 The agreement to provide Fixed Network Origination Service shall be effective as from the date:

- (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
- (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 2

Fixed Network Termination Service

Terms and Conditions

1. Product Description

- 1.1 Subject to the provisions of the Access Agreement, Digi shall provide Fixed Network Termination Service to convey Call Communications originating on the network of Access Seeker for termination to a number on Digi's network.
- 1.2 The Access Seeker shall for each Call Communications convey the CLI.
- 1.3 For the avoidance of doubt the services provided by Digi pursuant to this Product Module is not provided for termination of Call Communications originating on the network of a Third Party.
- 1.4 The Access Seeker shall not permit the use of its numbers for the provision of voice and data communications by a Third Party or the Access Seeker to Customers of Digi.

2 Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Fixed Network Termination Service and the operational and technical requirements shall be specified in the Access Agreement.
- 2.2 The Parties agree that all Call Communications types described in **Article 1** of this Product Module shall unless otherwise agreed between the Parties be handed over on a Far End Handover basis.

3. Term

- 3.1 Fixed Network Termination Service shall be provided for a 3 years term. Notwithstanding the foregoing, the term of provision of Fixed Network Termination Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.

- 3.2 The agreement to provide Fixed Network Termination Service shall be effective as from the date:
- (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
 - (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 3

Mobile Network Origination Service

Terms and Conditions

1. Product Description

- 1.1 Subject to the provisions of the Access Agreement, Digi shall provide Mobile Network Origination Service to convey Call Communications originating on the network of Digi for termination to a Freephone Number or Toll Free Number on the Access Seeker's network.
- 1.2 The Access Seeker shall for each Call Communications convey the CLI.
- 1.3 For the avoidance of doubt the services provided by Digi pursuant to this Product Module is not provided for origination of Call Communications on the network of a Third Party.
- 1.4 The Access Seeker shall not permit the use of Freephone Numbers and Toll Free Numbers for the provision of voice and data communications by a Third Party or the Access Seeker to Customers of Digi.
- 1.5 The Parties agree that all Call Communications types described in **Article 1.1** of this Product Module shall be agreed between the Parties to be handed over either on a Near End Handover or Far End Handover basis.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Mobile Network Origination Service and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1 Mobile Network Origination Service shall be provided for a 3 years term. Notwithstanding the foregoing, the term of provision of Mobile Network Origination Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.

3.2 The agreement to provide Mobile Network Origination Service shall be effective as from the date:

(a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and

(b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 4

Mobile Network Termination Service

Terms and Conditions

1. Product Description

- 1.1 Subject to the provisions of the Access Agreement, Digi shall provide Mobile Network Termination Service to convey Call Communications including Message Communications and originating on the network of Access Seeker for termination to a number on Digi's network.
- 1.2 The Access Seeker shall for each Call Communications convey the CLI.
- 1.3 For the avoidance of doubt the services provided by Digi pursuant to this Product Module is not provided for termination of Call Communications including Message Communications originating on the network of a Third Party.
- 1.4 The Access Seeker shall not permit the use of its numbers for the provision of voice and data communications by a Third Party or the Access Seeker to Customers of Digi. The Access Seeker agrees that it shall not utilize the Mobile Network Termination Service in respect of Message Communications provided by Digi pursuant to this Product Module to conduct whether by itself or for any Third Party any marketing, advertising or promotional activity of its services or the services of its related corporations which are licensed under the Act.
- 1.5 The Mobile Network Termination Service in respect of Message Communications provided by Digi to the Access Seeker shall be limited to peer to peer short message traffic only and the Access Seeker agrees that it shall not handover to Digi for termination Message Communications traffic originating from any Third Party Operator or Third Parties whose business involves the provision of services involving dissemination of information, text, data, video, images, sound etc to any part of the public for its customers.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Mobile Network Termination Service and the operational and technical requirements shall be specified in the Access Agreement.

2.2 The Parties agree that all Call Communications types described in **Article 1** of this Product Module shall unless otherwise agreed between the Parties be handed over on a Far End Handover basis.

3. Term

3.1 Mobile Network Termination Service shall be provided for a 3 years term. Notwithstanding the foregoing, the term of provision of Mobile Network Termination Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.

3.2 The agreement to provide Mobile Network Termination Service shall be effective as from the date:

- (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
- (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 5

Interconnect Link Service

Terms and Conditions

1. Product Description

- 1.1 Digi agrees to provide the Access Seeker with Interconnect Link Service on a per E1 basis and subscription periods options made available by Digi.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Interconnect Link Service and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1 Interconnect Link Service shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of Interconnect Link Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.
- 3.2 The agreement to provide Interconnect Link Service shall be effective as from the date:
- (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
 - (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 6

Wholesale Local Leased Circuit Service

Terms and Conditions

1. Product Description

- 1.1 Digi agrees to provide the Access Seeker with Wholesale Local Leased Circuit Service at the transmission rates and subscription periods options made available by Digi.
- 1.2 The provision by Digi of Wholesale Local Leased Circuit Service shall be subject to the following conditions of access:
 - (a) for one end of the private leased circuit;
 - (b) for use by retail Customers and Operators; and
 - (c) to connect the Access Seeker's POI and the retail Customers and Operators.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Wholesale Local Leased Circuit Service and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1 Wholesale Local Leased Circuit Service shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of Wholesale Local Leased Circuit Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.
- 3.2 The agreement to provide Wholesale Local Leased Circuit Service shall be effective as from the date:
 - (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and

- (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 7

Trunk Transmission Service

Terms and Conditions

1. Product Description

- 1.1 Subject to the terms and conditions of the Access Agreement, Digi shall provide the Access Seeker with Trunk Transmission Services at the agreed transmission rates and for an agreed subscription period.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of Trunk Transmission Services and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1 Trunk Transmission Services shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of Trunk Transmission Services shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.
- 3.2 The agreement to provide Trunk Transmission Services shall be effective as from the date:
 - (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
 - (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

PRODUCT MODULE 8

Infrastructure Sharing Services

Terms and Conditions

1. Product Description

- 1.1 Digi agrees to provide the Access Seeker with Infrastructure Sharing Services.
- 1.2 The right of an Access Seeker to acquire Infrastructure Sharing Services shall be pursuant to Infrastructure Licences granted to the Access Seeker and such licences shall be on terms and conditions of the Access Agreement and shall not be used for installation, operation and maintenance of Equipment as a Collection Point. The Access Seeker's right to use the Infrastructure Licensed Site and the right of access does not entitle the Access Seeker to any proprietary interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Infrastructure Licensed Site. The Access Seeker shall not be entitled to grant any tenancy, lease, licence or other right of use or occupation save with the prior written consent of Digi or as specified and to the extent specified in any Instrument.
- 1.3 A request for Infrastructure Sharing Services shall contain to the extent relevant the information in **Annex A** and shall be further accompanied by a site preparation work plan and installation work plan and method.

2. Ancillary Services

- 2.1 Digi will, subject to the Parties reaching prior agreement as to cost, make available the following utilities and ancillary services provided Digi has the ability to secure and capacity to provide the same:
 - (a) access to roads;
 - (b) access to land;
 - (c) power;
 - (d) back up power;
 - (e) environmental services such as ventilation, air conditioning and fire protection;

(f) security; and

(g) site maintenance.

2.1 The costs of utilities and ancillary services provided by Digi to the Access Seeker shall in accordance with fair and equitable principles be apportioned amongst all access seekers at the relevant Infrastructure Licensed Site.

3. Commercial And Technical Obligations

3.1 All commercial terms and conditions applicable to the provision by Digi of Infrastructure Sharing Services and the operational and technical requirements shall be specified in the Access Agreement.

4. Term

4.1 Infrastructure Sharing Services shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of Infrastructure Sharing Services shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.

4.2 The agreement to provide Infrastructure Sharing Services shall be effective as from the date:

(a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and

(b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 9

Co-Location Services

Terms and Conditions

1. Product Description

- 1.1 Digi agrees to provide the Access Seeker with Co-Location Services.
- 1.2 The right of an Access Seeker to acquire Co-Location Services shall be pursuant to Co-Location Licences granted to the Access Seeker and such licence shall be on the terms and conditions of the Access Agreement. The Access Seeker's right to use the Co-Location Site and the right of access does not entitle the Access Seeker to any proprietary interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Co-Location Site. The Access Seeker shall not be entitled to grant any tenancy, lease, licence or other right of use or occupation save with the prior written consent of Digi or as specified and to the extent specified in any Instrument.
- 1.3 A request for Co-Location Services shall contain to the extent relevant the information in **Annex B** and shall be further accompanied by a site preparation work plan and installation work plan and method.

2. Ancillary Services

- 2.1 Digi will, subject to the Parties reaching prior agreement as to cost, make available the following utilities and ancillary services provided Digi has the ability to secure and capacity to provide the same:
 - (a) access to roads;
 - (b) access to land;
 - (c) power;
 - (d) back up power;
 - (e) environmental services such as ventilation, air conditioning and fire protection;
 - (f) security; and

(g) site maintenance.

2.2 The costs of utilities and ancillary services provided by Digi to the Access Seeker shall in accordance with fair and equitable principles be apportioned amongst all access seekers at the relevant Co-Location Site.

3. Commercial And Technical Obligations

3.1 All commercial terms and conditions applicable to the provision by Digi of Co-Location Services and the operational and technical requirements shall be specified in the Access Agreement.

4. Term

4.1 Co-Location Services shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of Co-Location Services shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.

4.2 The agreement to provide Co-Location Services shall be effective as from the date:

(a) the Access Agreement is registered with the Commission pursuant to Section 150 the Act; and

(b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

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PRODUCT MODULE 10

End-to-End Transmission Service

Terms and Conditions

1. Product Description

- 1.1 Subject to the terms and conditions of the Access Agreement, Digi shall provide the Access Seeker with End-to-End Transmission Services at the agreed transmission rates and for an agreed subscription period.

2. Commercial And Technical Obligations

- 2.1 All commercial terms and conditions applicable to the provision by Digi of End-to-End Transmission Services and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1 End-to-End Transmission Services shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of End-to-End Transmission Services shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.
- 3.2 The agreement to provide End-to-End Transmission Services shall be effective as from the date:
- (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
 - (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

PRODUCT MODULE 11

MVNO Access

Terms and Conditions

1. Product Description

- 1.1 Subject to the terms of the Access Agreement, Digi shall provide MVNO Access which is a Facility and/or Service for access to the Mobile Network used by the Access Provider to provide public cellular services to the public.

MVNO Access may include access to the Facilities and Services used by the Access Seeker to provide:-

- (a) One or more of voice and data services, as selected by the Access Seeker;
- (b) Application services subject to availability; and
- (c) Services over networks including GSM, IMT-2000 or 3G, LTE, LTE-Advanced, and any other mobile networks which are currently available or which may be developed in the future.

- 1.2 For avoidance of doubt, MVNO Access shall exclude domestic roaming and radio access network sharing.

2. Pre-requisites of Access

- 2.1 The Access Seeker (or MVNO) must be an Operator that is not holder of spectrum assignment or an apparatus assignment under Chapter 1 of Part VII of the Act, but is capable of providing public cellular services to End-Users.
- 2.2 The Access Seeker (or MVNO) must be an Operator that is a holder of relevant License granted by the Minister pursuant to the Act in order to provide public cellular services to End-Users.

3. Commercial and Technical Obligations

- 3.1 All commercial terms and conditions applicable to the provision by Digi of MVNO Access and the operational and technical requirements shall be specified in the Access Agreement.

4. Further Information

- 4.1 The Access Seeker shall furnish the following information to the Access Provider when submitting its request;
- (a) Company background.
 - (b) Shareholding structure of the Access Seeker.
 - (c) Copy of the Access Seeker's Licenses.
 - (d) Access Seeker's company registration.

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Annex A

Information an Access Seeker must provide Digi when submitting a request for Infrastructure Sharing Services:

- (a) the location of the Infrastructure Licensed Site including the latitude and longitude;
- (b) the number, model and specifications of the Equipment to be installed which shall include the size, weight and wind load;
- (c) the transmission power specifications of each Equipment to be installed;
- (d) the transmitting and receiving frequency of the sent over each Equipment to be installed;
- (e) the number of mounting positions required and their corresponding height;
- (f) optical fibre cable specifications;
- (g) the orientation and distant and receiving point;
- (h) installation and work plans and work methods which shall include drawings; and
- (i) the Access Seeker's contact details.

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Annex B

Information an Access Seeker must provide Digi when submitting a request for Co-Location Services:

- (a) the Co-Location Site at which Co-Location Services are required;
- (b) the type of Equipment, the Access Seeker proposes to install at the Co-Location Site;
- (c) Co-Location Space requirement;
- (d) utilities requirements;
- (e) floor loading of the Access Seeker's Equipment;
- (f) type and diameter of optical fibre cable to be used;
- (g) the capacity and specification of any tie cables;
- (h) installation and work plans and work methods which shall include drawings; and
- (i) contact details of the Access Seeker.

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Part F: ACCESS SERVICE PRICING

1.	Fixed Network Origination Service	: (a) Freephone (b) Toll Free	Access Pricing for Product Module 1
2.	Fixed Network Termination Service	:	Access Pricing for Product Module 2
3.	Mobile Network Origination Service	(a) Freephone (b) Toll Free	Access Pricing for Product Module 3
4.	Mobile Network Termination Service	Mobile Call Termination	Access Pricing for Product Module 4
5.	Interconnect Link Service		Access Pricing for Product Module 5
6.	Wholesale Local Leased Circuit Service		Access Pricing for Product Module 6
7.	Trunk Transmission Service		Access Pricing for Product Module 7
8.	Infrastructure Sharing		Access Pricing for Product Module 8
9.	Network Co-Location Service		Access Pricing for Product Module 9
10.	End-to-End Transmission Service		Access Pricing for Product Module 10
11.	MVNO Access		Access Pricing for Product Module 11

ACCESS PRICING for PRODUCT MODULE 1

Fixed Network Origination Service

1. Charges And Charging Principles

- 1.1 Fixed Network Origination Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Fixed Network Origination Service not listed in Table A below are negotiated charges.

Table A: Fixed Network Origination Service

The prices below for Fixed Network Origination Service shall be applied for the carriage of voice communications only (including facsimile).

sen per minute, 24 hour weighted average	
	until 30 June 2017
Local	1.82
Single Tandem	4.54
Double Tandem	6.53
Double Tandem with submarine cable	17.68

The prices below for Fixed Network Origination Service which originates on network that is based on IP shall be applied for the carriage of voice communications from customer equipment at numbers beginning with pre-fix 0154 only.

sen per minute, 24 hour weighted average	
	until 30 June 2017
National	1.28

ACCESS PRICING for PRODUCT MODULE 2

Fixed Network Termination Service

1. Charges And Charging Principles

- 1.1 Fixed Network Termination Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Fixed Network Termination Service not listed in Table A below are negotiated charges.

Table A: Fixed Network Termination Service

The prices below for Fixed Network Termination Service shall be applied for the carriage of voice communications only (including facsimile).

sen per minute, 24 hour weighted average	
	until 30 June 2017
Local	1.65
Single Tandem	4.10
Double Tandem	4.83
Double Tandem with submarine cable	17.44

The prices below for Fixed Network Termination Service which terminates on network that is based on IP shall be applied for the carriage of voice communications to customer equipment at numbers beginning with pre-fix 0154 only.

sen per minute, 24 hour weighted average	
	until 30 June 2017
National	1.53

ACCESS PRICING for PRODUCT MODULE 3

Mobile Network Origination Service

1. Charges And Charging Principles

- 1.1 Mobile Network Origination Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Mobile Network Origination Service not listed in Table A below are negotiated charges.

Table A: Mobile Network Origination Service

The prices below for Mobile Network Origination Service shall be applied for the carriage of voice communications only.

sen per minute, 24 hour weighted average	
	until 30 June 2017
Local	3.89
National	3.92
National with submarine cable	15.76

ACCESS PRICING for PRODUCT MODULE 4

Mobile Network Termination Service

1. Charges And Charging Principles

- 1.1 Mobile Network Termination Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Mobile Network Termination Service not listed in Table A below are negotiated charges.

Table A: Mobile Network Termination Service

The prices below for Mobile Network Termination Service shall be applied for the carriage of voice communications only.

sen per minute, 24 hour weighted average	
	until 30 June 2017
Local	3.65
National	3.88
National with submarine cable	15.73

ACCESS PRICING for PRODUCT MODULE 5

Interconnect Link Service

1. Charges And Charging Principles

- 1.1 Interconnect Link Services supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A, Table B and Table C below.
- 1.2 For the purposes of clarification, all the other Interconnect Link Services not listed in Table A, Table B and Table C below are negotiated charges.

TABLE A: ONE TIME CHARGES

	Ringgit Malaysia per end
	2Mbps (E1)
Installation	2,000

Table B: Rental Charges for E1 (Full Span Interconnection)

For Peninsular Malaysia	Ringgit Malaysia per year per circuit/E1
	until 30 June 2017
2Mbps	
Through-Connection	873
Above 0 to 5 km	1,575
Above 5 to 10 km	2,950
Above 10 to 20 km	5,055
Above 20 to 30 km	7,862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60 km, for each additional km	281

For East Malaysia	Ringgit Malaysia per year per circuit/E1
	until 30 June 2017
2Mbps	
Through-Connection	879
Above 0 to 5 km	1,721
Above 5 to 10 km	3,371
Above 10 to 20 km	5,897
Above 20 to 30 km	9,266
Above 30 to 40 km	12,634
Above 40 to 50 km	16,002
Above 50 to 60 km	19,370
Above 60 km, for each additional km	337

Table C: Cable Rental Charges (In-Span Interconnection)

Ringgit Malaysia per km per year	
until 30 June 2017	
For each pair of fibre cable: Link employing a fibre cable	332.24

ACCESS PRICING for PRODUCT MODULE 6

Wholesale Local Leased Circuit Service (WLLCS)

1. Charges And Charging Principles

- 1.1 Wholesale Local Leased Circuit Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A, and Table B below.
- 1.2 For the purposes of clarification, all the other Wholesale Local Leased Circuit Services not listed in Table A and Table B below are negotiated charges.

Table A: WLLCS Charges for Peninsular Malaysia

For Peninsular Malaysia	Ringgit Malaysia per year
	until 30 June 2017
64kbps	
Installation (non-recurring charge)	318.69
Port (per year)	480.39
Tail segment (per km, per year)	225.34
Trunk Segment:	
Through-Connection	119
Above 0 to 5 km	215
Above 5 to 10 km	403
Above 10 to 20 km	691
Above 20 to 30 km	1,075
Above 30 to 40 km	1,459
Above 40 to 50 km	1,843
Above 50 to 60 km	2,227
Above 60 km, for each additional km	38
2Mbps	
Installation (non-recurring charge)	318.69
Port (per year)	3,512.82
Tail segment (per km, per year)	1,647.78

Trunk Segment:	
Through-Connection	873
Above 0 to 5 km	1,575
Above 5 to 10 km	2,950
Above 10 to 20 km	5,055
Above 20 to 30 km	7,862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60 km, for each additional km	281
34Mbps	
Installation (non-recurring charge)	1,613.35
Port (per year)	17,783.64
Tail segment (per km, per year)	8,341.91
Trunk Segment:	
Through-Connection	4,421
Above 0 to 5 km	7,973
Above 5 to 10 km	14,936
Above 10 to 20 km	25,593
Above 20 to 30 km	39,803
Above 30 to 40 km	54,012
Above 40 to 50 km	68,222
Above 50 to 60 km	82,431
Above 60 km, for each additional km	1,421
155Mbps	
Installation (non-recurring charge)	3,596.74
Port (per year)	39,646.26
Tail segment (per km, per year)	18,597.18
Trunk Segment:	
Through-Connection	9,856
Above 0 to 5 km	17,775
Above 5 to 10 km	33,297
Above 10 to 20 km	57,056
Above 20 to 30 km	88,734

Above 30 to 40 km	120,413
Above 40 to 50 km	152,091
Above 50 to 60 km	183,769
Above 60 km, for each additional km	3,168

Table B: WLLCS Charges for East Malaysia

For East Malaysia	Ringgit Malaysia per year
	until 30 June 2017
64kbps	
Installation (non-recurring charge)	382.42
Port (per year)	480.39
Tail segment (per km, per year)	270.41
Trunk Segment:	
Through-Connection	120
Above 0 to 5 km	235
Above 5 to 10 km	461
Above 10 to 20 km	806
Above 20 to 30 km	1,267
Above 30 to 40 km	1,728
Above 40 to 50 km	2,188
Above 50 to 60 km	2,649
Above 60 km, for each additional km	46
2Mbps	
Installation (non-recurring charge)	382.42
Port (per year)	3,512.82
Tail segment (per km, per year)	1,977.34
Trunk Segment:	
Through-Connection	879
Above 0 to 5 km	1,721
Above 5 to 10 km	3,371
Above 10 to 20 km	5,897
Above 20 to 30 km	9,266
Above 30 to 40 km	12,634
Above 40 to 50 km	16,002

Above 50 to 60 km	19,370
Above 60 km, for each additional km	337
34Mbps	
Installation (non-recurring charge)	1,936.01
Port (per year)	17,783.64
Tail segment (per km, per year)	10,010.29
Trunk Segment:	
Through-Connection	4,449
Above 0 to 5 km	8,712
Above 5 to 10 km	17,067
Above 10 to 20 km	29,856
Above 20 to 30 km	46,907
Above 30 to 40 km	63,959
Above 40 to 50 km	81,010
Above 50 to 60 km	98,062
Above 60 km, for each additional km	1,705
155Mbps	
Installation (non-recurring charge)	4,316.09
Port (per year)	39,646.26
Tail segment (per km, per year)	22,316.61
Trunk Segment:	
Through-Connection	9,919
Above 0 to 5 km	19,422
Above 5 to 10 km	38,049
Above 10 to 20 km	66,560
Above 20 to 30 km	104,574
Above 30 to 40 km	142,588
Above 40 to 50 km	180,601
Above 50 to 60 km	218,615
Above 60 km, for each additional km	3,801

ACCESS PRICING for PRODUCT MODULE 7

Trunk Transmission Service

1. Charges And Charging Principles

- 1.1 Trunk Transmission Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A, Table B and Table C below.
- 1.2 The Charges for Trunk segment is as per mandated by MCMC.
- 1.3 For the purposes of clarification, all the other Trunk Transmission Services not listed in Table A, Table B and Table C below are negotiated charges.

Table A: One Time Charges

	Ringgit Malaysia per circuit	
	64kbps, 2Mbps	34Mbps ,155Mbps
Installation	3,000	15,000

Table B: Trunk Transmission Service Charges for Peninsular Malaysia

For Peninsular Malaysia	Ringgit Malaysia per year
	until 30 June 2017
64kbps	
Through-Connection	119
Above 0 to 5 km	215
Above 5 to 10 km	403
Above 10 to 20 km	691
Above 20 to 30 km	1,075
Above 30 to 40 km	1,459
Above 40 to 50 km	1,843
Above 50 to 60 km	2,227
Above 60 km, for each additional km	38

2Mbps	
Through-Connection	873
Above 0 to 5 km	1,575
Above 5 to 10 km	2,950
Above 10 to 20 km	5,055
Above 20 to 30 km	7,862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60 km, for each additional km	281
34Mbps	
Through-Connection	4,421
Above 0 to 5 km	7,973
Above 5 to 10 km	14,936
Above 10 to 20 km	25,593
Above 20 to 30 km	39,803
Above 30 to 40 km	54,012
Above 40 to 50 km	68,222
Above 50 to 60 km	82,431
Above 60 km, for each additional km	1,421
155Mbps	
Through-Connection	9,856
Above 0 to 5 km	17,775
Above 5 to 10 km	33,297
Above 10 to 20 km	57,056
Above 20 to 30 km	88,734
Above 30 to 40 km	120,413
Above 40 to 50 km	152,091
Above 50 to 60 km	183,769
Above 60 km, for each additional km	3,168

Table C: Trunk Transmission Service Charges for East Malaysia

For East Malaysia	Ringgit Malaysia per year
	until 30 June 2017
64kbps	
Through-Connection	120
Above 0 to 5 km	235
Above 5 to 10 km	461
Above 10 to 20 km	806
Above 20 to 30 km	1,267
Above 30 to 40 km	1,728
Above 40 to 50 km	2,188
Above 50 to 60 km	2,649
Above 60 km, for each additional km	46
2Mbps	
Through-Connection	879
Above 0 to 5 km	1,721
Above 5 to 10 km	3,371
Above 10 to 20 km	5,897
Above 20 to 30 km	9,266
Above 30 to 40 km	12,634
Above 40 to 50 km	16,002
Above 50 to 60 km	19,370
Above 60 km, for each additional km	337
34Mbps	
Through-Connection	4,449
Above 0 to 5 km	8,712
Above 5 to 10 km	17,067
Above 10 to 20 km	29,856
Above 20 to 30 km	46,907
Above 30 to 40 km	63,959
Above 40 to 50 km	81,010

Above 50 to 60 km	98,062
Above 60 km, for each additional km	1,705
155Mbps	
Through-Connection	9,919
Above 0 to 5 km	19,422
Above 5 to 10 km	38,049
Above 10 to 20 km	66,560
Above 20 to 30 km	104,574
Above 30 to 40 km	142,588
Above 40 to 50 km	180,601
Above 50 to 60 km	218,615
Above 60 km, for each additional km	3,801

ACCESS PRICING for PRODUCT MODULE 8

Infrastructure Sharing

1. Charges And Charging Principles

- 1.1 The applicable Charges for Infrastructure Sharing shall be commercially negotiated and agreed between the Access Seeker and Access Provider in accordance to the Access Agreement.
- 1.2 The below sets out the indicative reference Charges for Infrastructure Sharing in respect of towers and associated tower sites. Final pricing shall be subject to negotiations and mutual agreement between Access Provider and the Access Seeker.
- 1.3 For the purposes of clarification, all other Infrastructure Sharing Services not listed below are negotiated charges.

Indicative Tower Charges: Recurring / Rental Charges

Tower Height (Feet)	Peninsular RM per month	Island RM per month
150	4,223	4,856
200	5,837	6,713
250	6,210	7,142
300	7,935	9,125
350	10,005	11,506
400	11,385	13,093

Sabah

Tower Height (Feet)	Zone A RM per month	Zone B RM per month	Zone C RM per month	Zone D RM per month
150	4,856	5,067	5,279	5,490
200	6,713	7,005	7,297	7,589
250	7,142	7,452	7,763	8,073
300	9,125	9,522	9,919	10,316
350	11,506	12,006	12,506	13,007
400	13,093	13,662	14,231	14,801

Sarawak

Tower Height (Feet)	Zone A RM per month	Zone B RM per month	Zone C RM per month	Zone D RM per month
150	5,490	5,490	5,490	5,490
200	6,713	7,005	7,297	7,589
250	7,142	7,452	7,763	8,073
300	9,125	9,522	9,919	10,316
350	11,506	12,006	12,506	13,007
400	13,093	13,662	14,231	14,801

1.3.1 East Malaysia Zoning Category

Sabah	Zone
Kota Kinabalu, Papar, Labuan, Beaufort	A
1. Keningau, Kudat, Lahad Datu, Sandakan, Ranau 2. Residency of Pantai Barat, Sandakan, Kudat	B
1. Tawau, Semporna, Kunak 2. Residency of Sandakan	C
Others	D

Sarawak	Zone
Kuching, Sarikei, Sri Aman	A
1. Bintulu, Miri, 2. Residency of Kuching, Samarahan, Sri Aman, Sarikei, Sibul	B
1. Limbang, Lawas 2. Residency of Bintulu, Miri	C
Others	D

Note: Final Infrastructure Sharing charges may differ subject to the level, frequency and/or other requirements or services to be included, such as:-

- (a) Site maintenance and housekeeping;
- (b) Tower maintenance;
- (c) Physical access to site;
- (d) Site security such as guards for manned station and fencing and pad lock for unmanned station;
- (e) Routine maintenance of access roads;

(f) Other costs such as tower permit and quit rent, site survey, equipment installation, provision of space for cabin, outdoor equipment and space required for cable gantry connecting to the tower and generator set, etc.

1.4 The Access Seeker shall be responsible for providing its own electricity supply. Such power supply shall be obtained from Tenaga Nasional Berhad (“TNB”) or any available power utility companies.

ACCESS PRICING for PRODUCT MODULE 9

Network Co-Location Service

1. Charges And Charging Principles

- 1.1 Network Co-Location Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Network Co-Location Services not listed in Table A below are negotiated charges.
- 1.3 The prices below for Network Co-Location Service shall be applied for physical co-location for space, environmental services (heat, light, ventilation and air-conditioning), security, maintenance at switching sites, submarine cable landing centres, earth stations and exchange buildings.

Table A: Network Co-Location Service Charges

Ringgit Malaysia per square metre per year	
until 30 June 2017	
Physical Co-Location: Space (including services)	233.00

ACCESS PRICING for PRODUCT MODULE 10

End-to-End Transmission

1. Charges And Charging Principles

- 1.1 End-to-End Transmission Service supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in Table A, and Table B below.
- 1.2 For the purposes of clarification, all the other End-to-End Transmission Services not listed in Table A and Table B below are negotiated charges.

Table A: End-to-End Transmission Service Charges for Peninsular Malaysia

	Ringgit Malaysia per year until 30 June 2017
For Peninsular Malaysia	
64kbps	
Installation (non-recurring charge)	318.69
Port (per year)	480.39
Tail segment (per km, per year)	225.34
Trunk Segment:	
Through-Connection	119
Above 0 to 5 km	215
Above 5 to 10 km	403
Above 10 to 20 km	691
Above 20 to 30 km	1,075
Above 30 to 40 km	1,459
Above 40 to 50 km	1,843
Above 50 to 60 km	2,227
Above 60 km, for each additional km	38
2Mbps	
Installation (non-recurring charge)	318.69
Port (per year)	3,512.82
Tail segment (per km, per year)	1,647.78
Trunk Segment:	

Through-Connection	873
Above 0 to 5 km	1,575
Above 5 to 10 km	2,950
Above 10 to 20 km	5,055
Above 20 to 30 km	7,862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60 km, for each additional km	281
34Mbps	
Installation (non-recurring charge)	1,613.35
Port (per year)	17,783.64
Tail segment (per km, per year)	8,341.91
Trunk Segment:	
Through-Connection	4,421
Above 0 to 5 km	7,973
Above 5 to 10 km	14,936
Above 10 to 20 km	25,593
Above 20 to 30 km	39,803
Above 30 to 40 km	54,012
Above 40 to 50 km	68,222
Above 50 to 60 km	82,431
Above 60 km, for each additional km	1,421
155Mbps	
Installation (non-recurring charge)	3,596.74
Port (per year)	39,646.26
Tail segment (per km, per year)	18,597.18
Trunk Segment:	
Through-Connection	9,856
Above 0 to 5 km	17,775
Above 5 to 10 km	33,297
Above 10 to 20 km	57,056
Above 20 to 30 km	88,734
Above 30 to 40 km	120,413

Above 40 to 50 km	152,091
Above 50 to 60 km	183,769
Above 60 km, for each additional km	3,168

Table B: End-to-End Transmission Service Charges for East Malaysia

For East Malaysia	Ringgit Malaysia per year
	until 30 June 2017
64kbps	
Installation (non-recurring charge)	382.42
Port (per year)	480.39
Tail segment (per km, per year)	270.41
Trunk Segment:	
Through-Connection	120
Above 0 to 5 km	235
Above 5 to 10 km	461
Above 10 to 20 km	806
Above 20 to 30 km	1,267
Above 30 to 40 km	1,728
Above 40 to 50 km	2,188
Above 50 to 60 km	2,649
Above 60 km, for each additional km	46
2Mbps	
Installation (non-recurring charge)	382.42
Port (per year)	3,512.82
Tail segment (per km, per year)	1,977.34
Trunk Segment:	
Through-Connection	879
Above 0 to 5 km	1,721
Above 5 to 10 km	3,371
Above 10 to 20 km	5,897
Above 20 to 30 km	9,266
Above 30 to 40 km	12,634
Above 40 to 50 km	16,002
Above 50 to 60 km	19,370

Above 60 km, for each additional km	337
34Mbps	
Installation (non-recurring charge)	1,936.01
Port (per year)	17,783.64
Tail segment (per km, per year)	10,010.29
Trunk Segment:	
Through-Connection	4,449
Above 0 to 5 km	8,712
Above 5 to 10 km	17,067
Above 10 to 20 km	29,856
Above 20 to 30 km	46,907
Above 30 to 40 km	63,959
Above 40 to 50 km	81,010
Above 50 to 60 km	98,062
Above 60 km, for each additional km	1,705
155Mbps	
Installation (non-recurring charge)	4,316.09
Port (per year)	39,646.26
Tail segment (per km, per year)	22,316.61
Trunk Segment:	
Through-Connection	9,919
Above 0 to 5 km	19,422
Above 5 to 10 km	38,049
Above 10 to 20 km	66,560
Above 20 to 30 km	104,574
Above 30 to 40 km	142,588
Above 40 to 50 km	180,601
Above 50 to 60 km	218,615
Above 60 km, for each additional km	3,801

ACCESS PRICING for PRODUCT MODULE 11

MVNO Access

1. Charges and Charging Principles

1.1 The applicable Charges for MVNO Access shall be commercially negotiated and agreed between the Access Seeker and the Access Provider. Any final agreement on Charges for MVNO Access shall be dependent on a multiplex of conditions and principles including without limitation the following key considerations:-

- (a) Type and operating model of the MVN Access;
- (b) Type of product and services offering requested by the Access Seeker and the complexity thereof;
- (c) Types of third party products and content services requested by the Access Seeker;
- (d) Additional customization efforts for system interoperability;
- (e) Geographical service coverage and locations requested by the Access Seeker;
- (f) The subscriber and traffic volume in the requested geographical service coverage and locations;
- (g) The subscriber and traffic volume during the peak and off-peak time of the day;
- (h) Services and Facilities required from the Access Provider and/or third party providers or agents; and
- (i) Any other specific or particular service requirements as may be requested by the Access Seeker.

- 1.2 Table A sets out the indicative reference Charges for MVN Access but final pricing shall be subject to negotiations and mutual agreement between the Access Provider and the Access Seeker guided by conditions and principles set out in Clause 1.1 above.

Table A: Indicative prices for general MVN services

Service Type	RM per min/ sms/ GB
Voice – On net	up to 0.120
Voice – Off net – Pen. M'sia	up to 0.160
Voice – Off net - East M'sia	up to 0.160
SMS – On net	up to 0.050
SMS – Off net	up to 0.075
Data - mobile	up to 50

Note: M2M data price will depend on the type of business segment and traffic.

Part G: Index to Forms

- 1. Form B.1** - Access Request (Standard Service Provisioning)
- 2. Form B.2** - Access Request (Fast Track Service Provisioning)
- 3. Form B.3** - Access Request Acceptance: Digi Reference Interconnect Offer
- 4. Form B.4** - Access Request Acceptance: Negotiation
- 5. Form B.5** - Request for Further Information
- 6. Form B.6** - Access Request Rejection Notice

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FORM B.1

**ACCESS REQUEST FORM
(Standard Service Provisioning)**

I) ACCESS SEEKERS DETAILS

(a) Name of Company and Company Number :

(b) Registered Address :

(c) Telephone No:

(d) Fax No:

(e) Licenses in possession :

(f) Type(s) of licensed Communications Services provided :

II) ACCESS SEEKERS NOMINATED PERSONNEL DETAILS

(a) Name of Team Leader *: _____

(b) Designation : _____

(c) Telephone No: _____

(d) Facsimile No: _____

(e) E-mail address: _____

(* Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker subject to the final approval being given by the Board of Directors of the Access Seeker)

III) TECHNICAL DETAILS

(a) Forecast of Capacity required: _____

(b) Quality of Service required: _____

(c) Technical Information on Interface Standards: _____

(d) Network and functionality of Services : _____

IV) TYPES OF SERVICES

(a) Nature of Services:

(b) Detailed Description of Access Sought:

(c) Expected Ready For Service Date:

V) TYPES OF FACILITIES

(a) Nature of Facilities:

(b) Types of Facilities:

(c) Location of Facilities:

(d) Detailed Description of Access Sought:

(e) Expected Ready For Service Date:

VI) CREDITWORTHINESS

- (a) Audited Accounts (provided that it predates no more than 3 months from this Access Request Form);
- (b) Letter of good standing from Licensed Financial Institution in Malaysia; and/or
- (c) Other documents.

VII) INSURANCE

The types of insurance currently maintained:

(a) Types of insurance:

(b) Names of insurer:

(c) Reference Nos:

(d) Interests insured:

(e) Parties insured:

(f) Amount insured:

(g) Premiums:

(h) Period of validity:

VIII) SECURITY

Types of security offered:-

(a) Cash: _____

(b) Bond: _____

(c) Bank: _____

IX) ACCEPTANCE OR REJECTION OF STANDARD ARD TERMS

Please select one:

- We accept that Digi shall provide access to us in accordance with the standard terms and conditions in this ARD.

- We wish to negotiate the access agreement.

Dated this _____ day _____ of 20

Yours faithfully,

Name:

NRIC No.:

Designation:

Company stamp.



FORM B.2

**ACCESS REQUEST FORM
(Fast Track Service Provisioning)**

I) ACCESS SEEKERS DETAILS

(a) Name of Company and Company Number :

(b) Registered Address :

(c) Telephone No:

(d) Fax No:

(e) Licenses in possession :

(f) Type(s) of licensed Communications Services provided :

II) ACCESS SEEKERS NOMINATED PERSONNEL DETAILS

(a) Name of Team Leader *: _____

(b) Designation : _____

(c) Telephone No: _____

(d) Facsimile No: _____

(e) E-mail address: _____

(* Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker subject to the final approval being given by the Board of Directors of the Access Seeker)

III) TYPES OF SERVICES

(a) Nature of Services:

(b) Detailed Description of Access Sought:

(c) Expected Ready For Service Date:

IV) TYPES OF FACILITIES

(a) Nature of Facilities:

(b) Types of Facilities:

(c) Location of Facilities:

(d) Detailed Description of Access Sought:

(e) Expected Ready For Service Date:

V) CREDITWORTHINESS

(a) Audited Accounts (provided that it predates no more than 3 months from this Access Request Form);

(b) Letter of good standing from Licensed Financial Institution in Malaysia; and/or

(c) Other documents.

VI) INSURANCE

The types of insurance currently maintained:

(a) Types of insurance:

(b) Names of insurer:

(c) Reference Nos:

(d) Interests insured:

(e) Parties insured:

(f) Amount insured:

(g) Premiums:

(h) Period of validity:

VII) SECURITY

Types of security offered:-

(a) Cash: _____

(b) Bond: _____

(c) Bank: _____

VIII) ACCEPTANCE OR REJECTION OF STANDARD ARD TERMS

Please select one:

We accept that Digi shall provide access to us in accordance with the standard terms and conditions in this ARD.

We wish to negotiate the access agreement.

Dated this _____ day _____ of 20

Yours faithfully,

Name:
NRIC No.:
Designation:

Company stamp.



FORM B.3 ACCESS REQUEST ACCEPTANCE
- DIGI REFERENCE INTERCONNECT OFFER FORM

We write to inform you that in respect to your Access Request dated [_____], we are willing to provide the access based on such terms and conditions set out in our Access Agreement which is enclosed herewith for your attention.

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn Bhd

(* We confirm that the Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker, subject to the final approval being given by the Board of Directors of Digi.)

II) DATE TIME AND VENUE

The first meeting to commence negotiations shall be at the following:

(a) Date: _____

(b) Time: _____

(c) Venue: _____

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn Bhd



FORM B.5

REQUEST FOR FURTHER INFORMATION FORM

We refer to your Access Request dated [] and write to inform you that we require the following additional information in order for us to assess your Access Request:

[Kindly specify the additional information required]

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn Bhd



FORM B.6
ACCESS REQUEST REJECTION NOTICE

We, regret to inform you that your Access Request dated [_____] which we received on [_____] has been rejected.

I) GROUNDS OF REJECTION

II) MEETING TO DISCUSS REJECTION

The date, place and time at which you may meet to discuss our decision is as follows:

(a) Date: _____

(b) Time: _____

(c) Venue: _____

III) DIGI'S REPRESENTATIVES FOR MEETING

(a) Names:

(b) Designation:

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn Bhd

Part H: Dictionary

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

Access Agreement

means the bilateral agreement to be executed between Digi and the Access Seeker which sets out the terms and conditions that govern the grant by Digi of access to Digi's Facilities and/or Services.

Access List

means the list of Facilities and Services determined from time to time by the Commission pursuant to **Chapter 3 of Part VI of the Act** and the current Commission determination is Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 1 of 2005) As Varied By Variation To Commission Determination on Access List (Determination No. 1 of 2005), (Determination No. 1 of 2009) (Determination No. 2 of 2015).

Access Seeker

means an Operator who makes written request for access to Facilities and/or Services of Digi or is being provided with Facilities and/or Services by Digi.

Act

means the Communications and Multimedia Act 1998 (Act 588).

Ancillary Services

means such other services specified in the Access Agreement necessary for the use of the Co-Location Site or Infrastructure Licensed Site, as is within the capability of Digi to provide and includes without limitation access to roads and land, environmental services, security, site maintenance and the provision of utilities.

Applications Services	bears the meaning ascribed to it under the Act.
ARD	means the Access Reference Document issued by Digi.
Business Day	means any day other than a Saturday, Sunday or public holiday (whether gazetted or not) which is lawfully observed as a national public holiday and on which commercial banks are open for usual banking business in Kuala Lumpur and Selangor
CLI	means calling line identification ie the information generated by the network of one Party and forwarded through the network of the other Party which identifies the first party's calling number.
Called Party	means a Fixed Number or Mobile Number or person to which or whom a Call Communications is made.
Calling Party	means a Customer who originates a Call Communication or, where applicable, the Customer who is billed or is obliged to pay for the Call Communication or, in the case of an International Outbound Call, the person originating the Call Communication.
Call Communications	means a Communication iin whole or in part involving a number or IP address used in the operation of each Operator's network including Message Communications.
Charges	means the sums payable by the Access Seeker to Access Provider for accessing and/or being provided the Facilities and/or Services;
Co-Location License	means a limited term, revocable, non-exclusive, non-transferable and non-assignable license granted by Digi to the Access Seeker for use of a Co-Location Site on the terms of the Access Agreement.

Co-Location Space	means the space provided by Digi at a Co-Location Site for the provision of Co-Location Services.
Co-Location License	means a limited term, revocable, non-exclusive, non-transferable and non-assignable license granted by Digi to the Access Seeker for use of a Co-Location Site on the terms of the Access Agreement.
Co-Location Space	means the space provided by Digi at a Co-Location Site for the provision of Co-Location Services.
Co-Location Site	means the sites stipulated by Digi from time to time and at which Digi will provision Co-Location Services..
Co-Location Services	means the grant by Digi of the Co-Location Licence and Ancillary Services to the Access Seeker which will comprise: <ul style="list-style-type: none"> (a) physical co-location; (b) virtual co-location; (c) in-span interconnection.
Collection Point	means any trunk and repeater equipment used for the aggregation of traffic.
Common Antenna System	means a system of Facilities comprising antennas and cabling to the antennas inside a building, which is owned or operated by Digi in association with in-building coverage.
Communication	means any communication, whether between persons and persons, things and things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms.

Commission	means 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 Services	bears the meaning ascribed to it under the Act.
Customer	means in relation to a Party, a person having a contractual relationship with the said Party for the provision of Applications Services including Content Applications Services by means of that Party's facilities and/or services.
DTS	means Digital trunk switch.
End User	Means a consumer and final recipient of the service, and includes an ultimate retail Customer of an Operator.
Equipment	means any equipment (whether hardware or software), or device which is part of or within a Network.
Facilities	means facilities which facilitates the provision of network services or application services, including content application services and "Facility" shall be construed accordingly.
Far End Handover	means: <ul style="list-style-type: none"> (a) in relation to calls terminating on the PSTN, the delivery of calls to a POI/POP within the same Closed Number Area where the call is to be terminated; and (b) in relation to calls terminating on the mobile network, the delivery of calls to a POI/POP which is in the Home Area of the called number and which is nearest to the location of the called

number as requested by the Access Seeker or as mutually agreed between Digi and the Access Seeker.

Fixed Network Origination Services

means an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications from an ‘A’ party to a POI. The Fixed Network Origination Service comprises transmission and switching, whether packet or circuit, for Fixed Network to Fixed Network, Fixed Network to Mobile Network, and Fixed Network to outgoing international calls insofar as they relate to freephone 1800 number services, toll free 1300 services and other similar services which require any-to-any connectivity.

Fixed Network Termination Services

means an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications from a POI to a ‘B’ party. The Fixed Network Termination Service comprises transmission and switching, whether packet or circuit, for Fixed Network to Fixed Network, Mobile Network to Fixed Network, and incoming international to Fixed Network calls and messages which require any-to-any connectivity.

Fixed Number

means the PSTN and/or ISDN number directly connected to the exchanges of either Party and any other number as may be allocated by the Commission.

Freephone Number

means numbers currently denoted by the number range commencing with “1800” but also including such other number ranges agreed to or directed by the Commission where the terminating party the Called Party is charged for the call.

Gateway

means a designated DTS which: (to adjust the numbering)

- (a) provides operational interworking between the networks of both Digi and the Access Seeker;

(b) provides an agreed interface between the signalling, switching, transmission and operations systems of both Digi and the Access Seeker; and

(c) is defined by a unique name or code; and supports one or more POIs.

GSM

means Global System for Mobiles as defined by ETSI and the GSM Memorandum of Understanding and as applied in Malaysia.

Home Area

means a defined geographical area within Malaysia where a customer's Mobile Number is registered according to a cellular mobile network operator's numbering plan.

Infrastructure Licence

means a limited term, revocable, non-exclusive, non-transferable and non-assignable licence granted by Digi to the Access Seeker for use of a Infrastructure Licensed Site on the terms of the Access Agreement.

Infrastructure Licensed Site

means the provision of space at specified network facilities for installation and maintenance by the Access Seeker of its own Equipment and provision of access to in-building Common Antenna Systems stipulated by Digi from time to time and at which Digi will provision Infrastructure Sharing Services.

Infrastructure Sharing Services

means the grant by Digi of a Infrastructure Licence and the provision of Ancillary Services to the Access Seeker.

Infrastructure Site Space

means the space provided by Digi at a Infrastructure Licensed Site for the provision of Infrastructure Sharing Services.

Initial Period

means:

(a) in relation to an amendment to the

ARD, **10 Business Days** from the date of notice by Digi of the amendment to the ARD;

(b) in relation to an amendment to the access agreement, **10 Business Days** from the date of notice by Digi of the amendment to the access agreement.

Instrument

means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.

Interconnect Link

means the capacity measured in 2 Mbits/s or other agreed units between a Gateway and a POI for use in the provision of one or more Services and the interconnection of the signalling system number seven (SS7) network of Digi to the SS7 network of the Access Seeker at the signal transfer points.

Interconnect Link Service

means a Facility and/or Service which involves the provisioning of an Interconnect Link.

Internet Network

means a communications network running the TCP/IP and other Internet Protocols.

License

means an Individual License or a Class License granted by the Minister pursuant to the Act.

MSA

means the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access, Determination No. 2 of 2005 As Varied By Variation To The Commission Determination On Mandatory Standard On Access, (Determination No. 2 of 2005) Determination No. 2 of 2009.

Message Communications

means communications that provide only text with or without associated images, audio clips and video clips and includes Multimedia Messages and Short Messages.

Mobile Network Origination Service

means an Interconnection Service provided by means of a Mobile Network for the carriage of Call Communications from an 'A' party to a POI. The Mobile Network Origination Service supports Mobile Network to Fixed Network, Mobile Network to Mobile Network, and Mobile Network to outgoing international calls insofar as they relate to freephone 1800 number services, toll free 1300 services and other similar services which require any-to-any connectivity.

Mobile Network Termination Services

means an Interconnection Service provided by means of a Mobile Network for the carriage of Call Communications from a POI to a 'B' party. The Mobile Network Termination Service supports Mobile Network to Fixed Network, Mobile Network to Mobile Network, and incoming international to Mobile Network calls and messages which require any-to-any connectivity.

Mobile Number

means a cellular mobile number directly connected to the exchanges of either Party.

MVNO access

means a Facility and/or Service for access to the Mobile Network used by the Access Provider to provide public cellular services to the public. MVNO Access may include access to the Facilities and Services used by the Access Seeker to provide:-

- (a) One or more of voice and data services, as selected by the Access Seeker;
- (b) Application services subject to availability; and
- (c) Services over networks including GSM, IMT-2000 or 3G, LTE, LTE-Advanced, and any other mobile networks which are currently available or which may be developed in the future.

For avoidance of doubt, MVNO access shall exclude domestic roaming and radio access

network sharing.

Multimedia Message

means a message call comprising of a variety of elements which may be in the form of text, numeric, animation, graphics, pictures, audio, video, video streaming and photographs conforming to prevailing GSM standards with each multimedia message not exceeding 100 kbps.

NearEnd Handover

means:

(a) in relation to a Call Communication originating from a Fixed Number or terminating to a Fixed Number, the delivery of the Call Communication to a POI or POP within the Closed Number Area where the Call Communication originated ; and

(b) in relation to a Call Communication originating from or terminating to a Mobile Number, the delivery of the Call Communication to a POI or POP nearest to the location of the calling number as requested by the Access Seeker or as mutually agreed.

Network Facilities

bears the meaning as ascribed in the Act.

Network Services

bears the meaning as ascribed in the Act.

Network Signalling Service

means a facility or service for the interconnection of SS7 networks of Digi and the Access Seeker at signal transfer points to facilitate the exchange of Signalling Messages.

Operator

means a network facilities provider, a network services provider, an applications service provider or a content application service provider (as the context requires) and includes both Digi and the Access Seeker.

Party

means Digi or the Access Seeker as the context requires and “Parties” means both Digi and the Access Seeker.

POI	means an agreed location which: <ul style="list-style-type: none"> (a) constitutes a point of demarcation between the network of Digi and the Access Seeker; and (b) is at the point at which a Call Communication is transferred from one Party's network to the other Party's network by an agreed method.
POP	means point of interface without an associated Gateway and is established at agreed locations for the purpose of accessing the Services and is the point at which Call Communications are transferred between Digi's network and the Access Seeker's network.
Product	means each of the separate provision by Digi of access to its Facilities and/or Services and "Products" shall be construed accordingly.
PSTN	means a public switched telecommunications network usually accessed by telephones, key telephone systems and private automatic branch exchanges, and the completion of circuits between the Calling Party and the Called Party in such a network requires network signalling in the form of dial pulses or multi-frequency tones.
Services	means the provision by Digi of access to Facilities and/or services and "Service" shall be construed accordingly.
Short Message	means a numeric or text message call conforming to the prevailing GSM standards of up to 160 characters.
Third Party	means a party who or which is not a party to the Access Agreement.
Toll Free Number	means numbers currently denoted by the

number range commencing with “1300” but also including such other number ranges agreed to or directed by the Commission, where the terminating party is charged for the call save for the local call charge levied on the originating Fixed Number or the local retail rates of the mobile operator for directly dialed calls, levied on the originating Mobile Number.

Trunk Transmission Service

is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points (not being End-User locations or Access Seeker Points of Presence), on Digi’s network, via such network interface at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis.

Wholesale Local Leased Circuit Service

means a Facility and/or Service for the carriage of Call Communications by way of a private circuit between a POI at the Access Provider’s premises and an End User location or an Access Seeker Point of Presence, available only at one end of a private circuit and comprises transmission and switching at such transmission rates agreed between Digi and the Access Seeker.

End-to-End Transmission Service

is a Facility and/or Service for the carriage of communications between:

- (i) Two End User locations;
- (ii) Between two Access Seeker Points of Presence; or
- (iii) Between one End User location and one Access Seeker Point of Presence,

via such network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis.