



JARING COMMUNICATIONS SDN BHD

ACCESS REFERENCE DOCUMENT

PART 1: INTRODUCTION

THIS ACCESS REFERENCE DOCUMENT ("ARD"):

IS MADE BY : **JARING COMMUNICATIONS SDN BHD (449423-H)** a private limited company incorporated in Malaysia under the laws of Malaysia and having its principal place of business at Technology Park Malaysia, 57000 Kuala Lumpur ("**JARING**");

TAKES EFFECT FROM : 2nd May, 2009

PURSUANT TO : Subsection 5.3.2 of the Commission Determination on the Mandatory Standards on Access (CDMSA) No. 2 of 2005

IN RELATION TO THE FOLLOWING SERVICES :

- 1) Fixed Network Origination Service
- 2) Fixed Network Termination Service
- 3) Network Co-Location Service
- 4) Internet Interconnection Service

IS AVAILABLE AT : www.jaring.my or at JARING's office

A. DEFINITIONS

The following terminology is used throughout this Access Reference Document:

Access Agreement the agreement to be entered into by JARING and an Access Seeker whereby JARING provides access to an Access Seeker in accordance with the terms of such an agreement and which shall be registered with the Commission in accordance with the CMA

Access List the list of network facilities and network services as determined by the Commission Determination on Access List (Determination No. 1 of 2005) dated 12 June 2005 which came into force on 1 July 2005, (Determination No. 1 of 2009) which came into force on 2 February 2009

ARD	Access Reference Document
CDAL	Commission Determination on Access List (Determination No.1 of 2005 and No. 1 of 2009)
CDMSA	Commission Determination on the Mandatory Standards on Access (Determination No. 2 of 2005 and No. 2 of 2009)
Commission	the Malaysian Communications and Multimedia Commission
Confidentiality and Non-Disclosure Agreement	the standard confidentiality agreement in the form set out in Part 6 of this ARD to be executed between JARING and an Access Seeker
JARING	JARING Communications Sdn Bhd

Apart from the above terminology, the following definitions used in this ARD shall, unless the context otherwise requires, have the same meaning as in the following:

- (a) **CDMSA**
- Access Request
 - Access Seeker
 - Business Day
 - CMA
 - Dispute Resolution Procedures
 - Operator
 - Party
 - Rejection Notice
- (b) **CDAL**
- Any-to-Any Connectivity
 - 'A' party
 - 'B' party
 - Call Communications
 - Customer
 - Interconnecting Operator

- Interconnection Service
- Network Operator
- POI
- POP

B. BACKGROUND

1. The Commission has issued the CDMSA which came into operation on 1 July 2005.
2. JARING is a licensed operator under the CMA and provides:
 - (a) Fixed Network Origination Service
 - (b) Fixed Network Termination Service
 - (c) Network Co-Location Service
 - (d) Internet Interconnection Service
3. Subsection 5.3.2 of the CDMSA requires JARING to prepare and maintain an ARD in relation to network facilities or network services on the Access List which JARING provides to itself or third parties and which contains terms and obligations which are consistent with the rights and obligations set out in the CDMSA. This ARD is prepared pursuant to the CDMSA.
4. This ARD is:
 - (a) the basis upon which any Access Seeker, who holds a license under the CMA, would seek access to JARING's network facilities and network services;
 - (b) the basis upon which such Access Seekers will be granted access to the various facilities and/or services set out in the Access List, upon the execution of and registration of an access agreement between JARING and any person who holds a license under the CMA, such agreement containing the ARD's general terms and conditions and specific terms and conditions as may be applicable.

C. STRUCTURE OF THIS ARD

This ARD is made up of:

- PART 1 - INTRODUCTION**
- PART 2 - DISCLOSURE OBLIGATIONS**

- PART 3 - PROCEDURES FOR ACCEPTANCE AND NEGOTIATION OBLIGATIONS**
- PART 4 - ACCESS LIST**
- PART 5 - STANDARD ACCESS AGREEMENT**
- PART 6 - STANDARD CONFIDENTIALITY AGREEMENT**

D. NATURE OF THIS ARD

1. This ARD sets out the terms and conditions on which JARING will provide network services or network facilities to an Access Seeker.
2. This ARD is not an offer to enter into a legally binding agreement. It is merely a reference document highlighting the terms and conditions on which JARING is prepared to provide network services and / or network facilities to the Access Seeker.
3. An Access Seeker who intends to obtain network services or network facilities from JARING must enter into an Access Agreement with JARING. The terms and conditions of the Access Agreement must be in accordance with this ARD.
4. JARING may make changes to this ARD at its sole discretion from time to time. Please contact JARING to ensure that you have the current version of the ARD.

E. NOTICES AND COMMUNICATIONS

All notices, forms, requests which are required to be sent by the provisions set out herein, shall be referenced as "**ARD**" and sent to the Regulatory & Interconnect Department at the following address:

**Regulatory Department
JARING Communications Sdn Bhd
Technology Park Malaysia
57000 Kuala Lumpur
Malaysia**

Any changes made by JARING to the above address shall not be construed as an amendment to the ARD.

PART 2: DISCLOSURE OBLIGATIONS

A. GENERAL DUTY

JARING shall, subject to the provisions of the CDMSA and the terms and conditions of a Confidentiality and Non-Disclosure Agreement provide, in response to a written request in good faith from an Access Seeker, any information which is reasonably necessary for the negotiation, conclusion and implementation of access as contemplated in the CMA and CDMSA.

B. AMENDMENTS

1. JARING may amend this ARD from time to time and such amendments shall be effective within five (5) Business Days:
 - (a) if JARING has within ten (10) Business Days supplied a copy of the amended ARD to:
 - (i) all Access Seekers who have executed and registered access agreements with JARING, which are based on this ARD; and
 - (ii) all Access Seekers who have within ninety (90) days prior to date of the amendments, submitted an Access Request to JARING; and
 - (b) no Access Seeker has initiated the Dispute Resolution Procedures, in relation to such amendments by notifying JARING in writing and setting out the detail reasons for its objection to such amendments.
2. 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 amounting to an amendment of the ARD.

C. CONFIDENTIALITY AND NON-DISCLOSURE

JARING shall not be obliged to disclose any information to an Access Seeker prior to the execution of a Confidentiality and Non-Disclosure Agreement by both parties.

D. SECURITY REQUIREMENTS, INSURANCE REQUIREMENTS AND CREDIT WORTHINESS INFORMATION

An Access Seeker must comply with all security requirements, insurance requirements and creditworthiness information required by JARING under subsections 5.3.8, 5.3.9 and 5.3.10 of the CDMSA.

PART 3: PROCEDURES FOR ACCEPTANCE AND NEGOTIATION

A. SCOPE OF ACCESS

1. This ARD only applies to network facilities and, network services which are owned and provided by JARING as set out in the Access List. Accordingly, JARING is only required to provide access to network services or network facilities to Access Seekers based on the Access List. JARING is not obligated to provide any network facilities and / or network services to an Access Seeker if:
 - (a) the said network facilities and / or network services are not contained in the Access List;
 - (b) supply of the listed network facilities or network services would not be reasonable; or
 - (c) the terms and conditions requested by an Access Seeker for the supply of network facilities and / or network services are not reasonable.

JARING may, at its sole discretion, agree to provide access to an Access Seeker to any other network facilities and/or network services which are not included in the Access List on separate terms and conditions to be agreed between JARING and the Access Seeker.

2. The network facilities and network services set out in Access List are:
 - (a) Fixed Network Origination Service
 - (b) Fixed Network Termination Service
 - (c) Network Co-Location Service
 - (d) Internet Interconnection Service
3. In such cases where JARING is not obliged to provide access, JARING may at its own discretion, adopt the terms and conditions set out in this ARD as the basis for the access agreement for non-Access List facilities or services. However this provision does not impose any legal obligation on JARING's part to so adopt.

4. An Access Seeker is advised to contact JARING prior to submitting its Access Request if it requires access to network services and / or network facilities that are not specified in the Access List. Please refer to the section entitled **"Preliminary Information"** below for further details).

B. REQUIREMENTS FOR SUBMITTING AN ACCESS REQUEST

1. The Access Seeker hereby notes, acknowledges and warrants to JARING that in submitting an Access Request, the Access Seeker is:

- (a) a network facilities provider; or
- (b) a network service provider; or
- (c) an applications service provider or
- (d) a content applications service provider

and is duly licensed under the CMA to carry out its activities as a network facilities provider, network services provider, applications service provider and/or content applications service provider under the CMA.

2. Notwithstanding the above representations of the Access Seeker, JARING reserves the right to:

- (a) require an Access Seeker to show proof of an individual licence under the CMA, or proof that the Access Seeker has registered with the Commission as a class licensee under the CMA; and
- (b) conduct its own due diligence reviews on the Access Seeker in order to determine the veracity of such representations.

3. An Access Seeker should ensure that the network services or network facilities requested from JARING are consistent with the network facilities, network services, applications services or content applications services that the said Access Seeker is authorised to provide under its individual or class license.

C. PRELIMINARY INFORMATION

1. The Access Seeker shall submit a preliminary request to JARING prior to submitting an Access Request for the purposes of obtaining further information in relation to any network facilities and / or network services which:

- are not contained in this ARD or the Access List; or
 - (a) would reasonably be required by the Access Seeker for the purposes of preparing an Access Request.
2. Any such request for information by the Access Seeker must be accompanied by the following documents:
- (a) a letter detailing the type of network services or network facilities desired;
 - (b) a copy of the individual or class licence issued to the Access Seeker under the CMA (as certified by the Access Seeker's company secretary);
 - (c) a copy of the following documents certified by the Access Seeker's company secretary:
 - (i) Form 19 (Certificate of Incorporation);
 - (ii) Form 13 (Certificate of Change of Name) - (if applicable);
 - (iii) Latest Form of Annual Return;
 - (iv) Form 44 (Notice of Situation of Registered Office and Office Hours and Particulars of Changes); and
 - (v) Form 49 (Return Giving Particulars in Register of Directors, Managers and Secretaries and Changes of Particulars);
 - (vi) Memorandum and Articles of Association; and
 - (vii) Board of Directors Resolution authorizing the execution of the Confidentiality and Non-Disclosure Agreement between JARING and Access Seeker;
 - (d) the specimen signatures, full names, and national registration identity card numbers of the persons the Access Seeker has authorized to sign the Confidentiality and Non-Disclosure Agreement; and
 - (e) two (2) copies of the Confidentiality and Non-Disclosure Agreement executed by the Access Seeker.
3. The requested information will only be furnished by JARING upon its receipt of all of the documents listed in paragraph C.2 above. If JARING is unable to provide any of the said information, JARING shall provide reasons explaining its inability to provide such information to the Access Seeker, whereupon the Access Seeker may decide whether or not to submit an Access Request to JARING.

4. Upon receipt of the requested information from JARING, the Access Seeker may then decide whether or not to proceed to submit an Access Request. If the Access Seeker decides not to proceed with an Access Request at any time after submitting a request for information, the Access Seeker:
 - (a) must return all documents and information received from JARING within sixty (60) days from the date any such documents and information are received; and
 - (b) agrees that all information provided shall be subject to confidentiality obligations and the Access Seeker shall not in anyway (whether directly or indirectly) utilise any such information.

D. PROCEDURE FOR SUBMITTING AN ACCESS REQUEST

1. An Access Seeker must submit an Access Request to JARING in the following circumstances:
 - (a) where there is no existing access agreement between JARING and the Access Seeker; or
 - (b) where there is a valid and subsisting access agreement between JARING and the Access Seeker, either:
 - (i) the access agreement will expire or is due for termination within the subsequent four (4) months; or
 - (ii) the requested network service or network facilities are outside the scope of the existing access agreement.

E. INFORMATION REQUIRED TO BE CONTAINED IN AN ACCESS REQUEST

1. If the Access Seeker wishes to obtain access to any network facility or network service after making the preliminary request for information, the Access Seeker must complete an Access Request, which must be in writing and delivered to the address or faxed to the number identified in Part A above.
2. An Access Seeker must ensure that its Access Request:
 - (a) contains the Access Seeker's name and contact details;
 - (b) specifies the network facilities or network services in respect of which access is sought;

- (c) indicates whether the Access Seeker wishes to accept this ARD or negotiate an Access Agreement;
- (d) specifies the ready for service date(s) for the network facility and / or network service listed in the Access List that is being sought by the Access Seeker;
- (e) contains the names of personnel that will represent the Access Seeker in negotiations (if negotiations in relation to the Access Agreement are required) and, in respect of each of those personnel:
 - (i) their contact details;
 - (ii) their job titles; and
 - (iii) details of their availability for access negotiations;
- (f) states the identity of the negotiating leader who has authority to make binding representations on the Access Seeker's behalf during access negotiations (which authority may be subject to final approval from the Access Seeker's Chief Executive Officer or Board of Directors if so required by the Access Seeker);
- (g) contains the information (if any) as set out in Section 5.3.6 of the CDMSA that the Access Seeker reasonably requires from JARING for the purposes of negotiations;
- (h) is accompanied by two (2) copies of a Confidentiality and Non-Disclosure Agreement executed by the Access Seeker in the form specified by JARING in Part 6 of this ARD (if yet to be provided);
- (i) specifies forecasts of the capacity that the Access Seeker will reasonably require;
- (j) stipulates the quality of service required by the Access Seeker;
- (k) contains relevant technical information relating to the Access Seeker's interface standards;
- (l) contains relevant information relating to the Access Seeker's network and the functionality of the Access Seeker's services, to the extent that the Access Seeker is aware that such information may affect JARING's network;
- (m) is accompanied by a copy of the Access Seeker's licence under the CMA

(certified as true by the Access Seeker's director or company secretary) or evidence that the Access Seeker has registered with the Commission as a class licensee (if yet to be provided);

- (n) contains creditworthiness information as required by JARING;
- (o) is accompanied by security in accordance with JARING's security requirements;
- (p) contains insurance information relevant to the Access Seeker's proposed access requirements; and
- (q) contains any other information that JARING may reasonably request.

F. RESPONSE, ACCEPTANCE AND NEGOTIATION PROCEDURES

1. JARING will acknowledge receipt of an Access Request in writing within ten (10) Business Days of JARING receiving a complete Access Request and will respond to the Access Request in any of the following ways:

(a) Accepting the Access Request and provide an executed Access Agreement in accordance with this ARD

- (i) If the Access Seeker accepts the terms and conditions set out in this ARD, JARING will provide access in accordance with this ARD.
- (ii) JARING will furnish the Access Seeker with:
 - (a) two (2) copies of an executed Access Agreement in the form specified in Part 5 of this ARD;
 - (b) JARING's description of each of the network services and network facilities that may be supplied by JARING pursuant to the Access Request;
 - (c) the relevant application forms required to be completed by the Access Seeker to apply for access to JARING's network facilities and network services (if any);
 - (d) one (1) copy of the Non-Disclosure Agreement executed by both JARING and the Access Seeker in the form specified by JARING in Part 6 of this ARD;
 - (e) JARING's current access charges for access to the requested Access List facilities and services, including individual and wholesale offerings;

- (f) details of the basis on which JARING's current access charges are determined;
- (g) all relevant technical information relating to the requested network facilities and network services, including any physical and logical interfaces of JARING's network which are necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, JARING's Network;
- (h) details of JARING's provisioning cycles and any impact such cycles may have upon an Access Request by the Access Seeker;
- (i) details of JARING's quality of service targets and achievements in respect of the network facilities and/or network services which may be the subject of the Access Request,

within ten (10) Business Days from the day JARING confirms its acceptance of the Access Request in accordance with this ARD. The Access Seeker will be required to sign both copies of the Access Agreement and return the same to JARING.

- (iii) If JARING is unable to provide any of the information as specified above within the specified time, then JARING shall inform the Access Seeker of the reasons for not being able to provide such information to the Access Seeker, whereupon the time limited for providing the information set out in Section F.1 above, shall be extended by a further ten (10) Business Days.

(b) Commencing negotiations on the terms and conditions of an Access Agreement

- (i) If an Access Seeker submits an Access Request which contains a request to negotiate the terms and conditions of the Access Agreement and JARING confirms that it is able to negotiate the terms and conditions of the Access Agreement, then JARING shall:
 - (a) specify the names of personnel that will represent JARING in negotiations and, in respect of each of those personnel:
 - (i) their contact details;
 - (ii) their job titles; and
 - (iii) details of their availability for access negotiations;

- (b) state the identity of the negotiating leader who has authority to make binding representations on JARING's behalf during access negotiations (which authority may be subject to final approval from JARING's Chief Executive Officer or Board of Directors);
 - (c) request the Access Seeker to provide such additional information as may reasonably be required for the purposes of the negotiations in the circumstances.
 - (d) specify a date and time, no later than fifteen (15) Business Days from the date of JARING's response, at which JARING's nominated representatives will be available for the initial meeting with representatives of the Access Seeker; and
 - (e) provide the Access Seeker with the information set out subsections (b) to (i) of paragraph F.1(a)(ii) ;
- (ii) Both Operators must use their best endeavours to conclude the Access Agreement within a hundred and twenty (120) days of an Access Request.
Please refer to paragraphs 5.4.9 to 5.4.15 of the CDMSA for detailed information in relation to negotiation procedures.
- (iii) If negotiations are not completed within the hundred and twenty (120) day period:
- (a) the Operators may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted, a dispute shall be deemed to have occurred between JARING and the Access Seeker and the Dispute Resolution Procedures (as set out in Annexure A of the CDMSA) shall take effect; or
 - (b) either Party may initiate the Dispute Resolution Procedures.

(c) Rejecting the Access Request

- (i) Without limitation to any other grounds that may be relied on by JARING under the CMA (including the CDMSA), JARING may reject an Access Request on any of the following grounds:
 - (a) JARING does not currently supply or provide access to the relevant network service or network facility to itself or to any third parties (unless the Access Seeker agrees to compensate JARING for the original supply of access to network facilities and / or network services to the Access Seeker);

- (b) the Access Seeker has not provided all the information required to be provided in accordance with **Part 2 Paragraph E - Information to be Contained in An Access Request**;
 - (c) it is not technically feasible to provide access to the network services or network facilities requested by the Access Seeker;
 - (d) subject to the CDMSA, JARING has insufficient capacity to provide the requested network services and / or network facilities;
 - (e) JARING has reasonable grounds to believe that the Access Seeker may fail to make prompt and regular payments for the requested network services and / or network facilities;
 - (f) there are reasonable grounds to believe that the Access Seeker will fail, to a material extent, to comply with the terms and conditions applicable to the supply of the network services and / or network facilities; or
 - (g) there are reasonable grounds to refuse access in the national interest.
- (ii) In the event that JARING rejects an Access Request, JARING will notify the Access Seeker of its decision via a written response setting out:
 - (a) the grounds and basis for rejecting the Access Request;
 - (b) a date and time, no later than seven (7) Business Days from the date of the Rejection Notice, at which JARING's representatives will be available to meet with representatives of the Access Seeker for the purposes of discussing the rejection of the Access Request;
 - (iii) If following the meeting between representatives of the Parties held pursuant to subsection (c)(ii) of paragraph F.1 above, the Parties are unable to resolve their differences regarding the decision made on the Access Request, either Party may request resolution of the Dispute in accordance with the Dispute Resolution Procedures.

(d) Requesting for additional information

- (i) JARING may make such reasonable requests for additional information from the Access Seeker if JARING requires such further information to make a decision on the Access Request.
- (ii) JARING reserves the right to withhold consideration of an Access Request pending receipt of all such additional information requested. Once the information is received, JARING will reconsider the Access Request and respond in accordance with this subsection.

G. FAST TRACK APPLICATION AND AGREEMENT

1. In accordance with Section 5.4.19 of the CDMSA, JARING also makes available a fast-track application and agreement process for potential Access Seekers for the following network facilities and/or network services:
 - (a) Fixed Network Termination Service;
 - (b) Internet Interconnection Service.
2. The fast-track application service shall be limited to those Access Seekers whose requirements do not have a material impact on JARING's current level of network resources.

The fast-track application is made by submitting an application to JARING containing the following information:

3.
 - (a) the name and contact details of the Access Seeker;
 - (b) a copy of the individual or class licence issued to the Access Seeker under the CMA (as certified by the Access Seeker's company secretary);
 - (c) a copy of the following documents certified by the Access Seeker's company secretary:
 - (i) Form 19 (Certificate of Incorporation);
 - (ii) Form 13 (Certificate of Change of Name) - (if applicable);
 - (iii) Latest Form of Annual Return;
 - (iv) Form 44 (Notice of Situation of Registered Office and Office Hours and Particulars of Changes); and
 - (v) Form 49 (Return Giving Particulars in Register of Directors, Managers and Secretaries and Changes of Particulars);
 - (vi) Memorandum and Articles of Association; and

- (vii) Board of Directors' Resolution authorizing the execution of the Confidentiality and Non-Disclosure Agreement between JARING and the Access Seeker;
 - (d) details of the network facilities or the network services in respect of which access is sought;
 - (e) is accompanied by two (2) copies of a Confidentiality and Non-Disclosure Agreement executed by the Access Seeker in the form specified by JARING in Part 6 of this ARD (if yet to be provided);
 - (f) contains relevant information relating to the Access Seeker's network and the functionality of the Access Seeker's services, to the extent that the Access Seeker is aware that such information may affect JARING's network;
 - (g) contains creditworthiness information as required by JARING; and
 - (h) is accompanied by security in accordance with JARING's security requirements (not to exceed the maximum requirement under Section 5.4.19(b)(ii) of the CDMSA).
4. If the fast-track application is accepted by JARING, JARING will, within ten (10) Business Days of receipt of the fast-track application, furnish the Access Seeker with two (2) copies of an executed Access Agreement in the form specified in Part 5 of this ARD and one (1) copy of the Confidentiality and Non-Disclosure Agreement executed by both JARING and the Access Seeker in the form specified by JARING in Part 6 of this ARD. The Access Seeker will be required to sign both copies of the Access Agreement and return the same to JARING.
5. If the fast-track application is rejected by JARING, JARING will, within ten (10) Business Days of receipt of the fast-track application, furnish the Access Seeker with its written decision setting out the reasons for the rejection and one (1) copy of the Confidentiality and Non-Disclosure Agreement executed by both JARING and the Access Seeker in the form specified by JARING in Part 6 of this ARD. In accordance with Section 5.4.19 of the CDMSA, JARING will only reject a fast-track application in the following circumstances:
- (a) where JARING does not currently supply or provide access to the relevant network facilities or network services to itself or to any third parties;

- (b) JARING has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested network facilities and/or network services; or
- (c) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the network facilities or network services.

PART 4: ACCESS LIST

The purpose of this list is to set out those services offered by JARING to all potential Access Seekers. The list is based on the CDAL.

1. Fixed Network Origination Service

- (a) A Fixed Network Origination Service is 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-international outgoing calls insofar as they relate to Freephone 1800 number services, toll free 1300 number services, and other similar services which require any-to-Ay Connectivity.
- (b) The functionalities of the Fixed Network Origination Service include:
 - (i) transmission and switching (whether packet or circuit); and
 - (ii) the signalling required to support the Interconnection Service.
- (c) Examples of technologies used in the Fixed Network Origination Service would be Integrated Services Digital Network (ISDN) and other IP based networks.

2. Fixed Network Termination Service

- (a) Fixed Network Termination Service is 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.

- (b) The functionalities of the Fixed Network Termination Service include:
 - (i) transmission and switching (whether packet or circuit); and
 - (ii) the signaling required to support the Interconnection Service.
- (c) Examples of technologies used in the Fixed Network Termination Service would be Integrated Services Digital Network (ISDN) and other IP based networks.

3. Network Co-Location Service

- a) The Network Co-Location Service is a facility and/or service which comprises:
 - (i) physical co-location which refers to the provision of space at an Access Provider's premises to enable the Access Seeker to install and to maintain its own equipment necessary for the provision of the Access Seeker's services through the facilities and/or services of any Operator. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air- conditioning), security, site maintenance and access for the personnel of the Access Seeker.
 - (ii) virtual co-location, which refers to the provision of facilities or services at an Access Provider's premises to enable the acquisition by the Access Seeker of facilities and services on the Access List where equipment is owned and maintained by the Access Provider; or
 - (iii) in-span interconnection which is the provision of a POI at an agreed point on a physical cable linking an Access Provider's network facilities to an Access Seeker's network facilities.
- (b) Network premises at which co-location is to be provided includes switching sites, submarine cable, landing centres, earth stations, exchange buildings, other Customer Access Modules (including roadside cabinets) and such other network facilities locations associated with the provision of a facility or service on the Access List, and includes co-location provided at any location where main distribution frame is housed.

4. Internet Interconnection Service

The Internet Interconnection Service is a Facility and/or Service for the carriage of data in digital form between one or more POI at a BGR of an Access Provider's network and IP addresses directly connected to the Access Provider's network. The service shall be in force until 1 January 2011.

PART 5: STANDARD ACCESS AGREEMENT

[to be provided upon request]

PART 6: STANDARD CONFIDENTIALITY AGREEMENT

DATED THIS DAY OF 2009

BETWEEN



JARING COMMUNICATIONS SDN BHD
(Company No: 449423-H)

AND

[●]
(Company No: [●])

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made this day of , 2009
(hereinafter referred to as "this Agreement")

BETWEEN

JARING COMMUNICATIONS SDN BHD (Company No. 449423-H), a company incorporated in Malaysia, having its place of business at Technology Park Malaysia, 57000 Kuala Lumpur (hereinafter referred to as "JARING") of the one part; and

AND

[●] (Company No. [●]), a company incorporated in Malaysia, having its registered address at [●] and its place of business at [●] (hereinafter referred to as "the Entity"), of the other part.

(Both parties shall be collectively hereinafter referred to as "the Parties" and individually as "the Party").

WHEREAS:

- A. JARING is company involved in the business of information and communications technology and holds licences to provide network facilities, network services and application services issued by the Malaysian Communications and Multimedia Commission.
- B. The Entity is involved in the business of [●].
- C. JARING and the Entity wish to enter into this Agreement in contemplation of one or more communications and discussions which have and will involve the disclosure of Confidential Information (as hereinafter defined) by the Parties to each other for the Purpose (as hereinafter defined).
- D. Both Parties agree to hold such proprietary and confidential information in the strictest confidence upon the terms and conditions hereinafter appearing.

THIS AGREEMENT WITNESSETH as follows:

1. Definitions

In this Agreement, the following words and expressions shall have the following meaning -

"Confidential Information"	means any information disclosed by the Disclosing Party to the Receiving Party prior to or after the date of this Agreement, which the Disclosing Party designates as being confidential, or which, under the circumstances surrounding disclosure, ought to be treated as confidential, and includes, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, contracts, financial information (including projections), governing documents, resolutions, customer lists, reports, studies and other technical and business information in paper, oral, digital, magnetic, photographic and/or any other format;
"Disclosing Party"	means any one of the Parties who is disclosing Confidential Information under this Agreement to the other Party;
"Effective Date"	means the date of execution of this Agreement;
"Purpose"	means to develop and establish a working relationship between the Parties; and
"Receiving Party"	means any one of the Parties who is receiving Confidential Information under this Agreement from the other Party.

2. Effective Date and Term

2.1 This Agreement shall commence on the Effective Date and shall continue for two (2) years following the return of all Confidential Information in



accordance with Clause 8 below when accompanied by a written notice of termination.

- 2.2 Notwithstanding the aforementioned Clause 2.1, this Agreement shall have retrospective effect in respect of any Confidential Information related to the Purpose which Parties may have exchanged prior to the Effective Date.

3. Use of Confidential Information

- 3.1 Confidential Information disclosed by the Disclosing Party shall be used and utilised by the Receiving Party solely for the Purpose.

- 3.2 The Receiving Party undertakes to:-

- (a) maintain Confidential Information in strict confidence;
- (b) use Confidential Information solely for the Purpose only and for no other purpose;
- (c) refrain from copying, reproducing and reducing to writing or any other form of recording any part thereof except as may be reasonably necessary for the Purpose;
- (d) refrain from disclosing Confidential Information whether to its employees or third parties except to such of its employees and third parties only who have a need to know or whose services are appropriately required in connection with the Purpose, and where disclosure is made to third parties, it is made upon the undertaking that such third parties comply with the confidentiality and non-disclosure obligations of this Agreement; and
- (e) apply no lesser security measures and degree of care thereto than those which the Receiving Party applies to its own Confidential Information.

4. Ownership of Confidential Information

Confidential Information is proprietary to the Disclosing Party and notwithstanding its disclosure to the Receiving Party, shall remain the Disclosing Party's property.



5. No Licence

The disclosure of Confidential Information herein shall not be construed as the granting of a licence under any patent, copyright, trade secret or other proprietary right by the Disclosing Party to any party or person or implying any obligation other than specifically stated herein.

6. Exclusions

For the purposes of this Agreement, Confidential Information shall not include information that:

- (a) is published or is otherwise in the public domain through no fault of the Receiving Party at the time such Confidential Information was received by the Receiving Party;
- (b) prior to disclosure to the Receiving Party, is properly within the legitimate possession of the Receiving Party;
- (c) is independently developed by the Receiving Party, by itself or through parties who have not had, either directly or indirectly, access to or knowledge of such Confidential Information;
- (d) is transmitted to the Receiving Party after the Disclosing Party has received written notice from the Receiving Party that it does not desire to receive further Confidential Information; or
- (e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental entity or laws, provided that the Party required to disclose the information provides the other Party with prior notice of such order or requirement so that the other Party may file for or obtain a protective order or otherwise proceed to protect its interests under applicable law.

7. Injunctive Relief Allowed

The Receiving Party agrees that no monetary damages shall be sufficient to avoid or compensate for the unauthorised use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of such Confidential Information.

8. Return of Confidential Information

- 8.1 All Confidential Information furnished under this Agreement shall remain the property of the Disclosing Party and shall be returned to it or destroyed or purged promptly upon expiration of this Agreement or earlier at its request.
- 8.2 All documents, memoranda, notes and other tangible embodiments whatsoever prepared by the Receiving Party based on or which includes the Confidential Information shall be destroyed to the extent necessary to remove all such Confidential Information.
- 8.3 All destruction under this Clause 7 shall be certified in writing to the Disclosing Party by an authorised officer of the Receiving Party.

9. Notices

- 9.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the Parties may designate from time to time by personal delivery, registered post or facsimile transmission or electronic mail as follows:

To JARING :

Attention : Chief Executive Officer
JARING Communications Sdn Bhd
Technology Park Malaysia
57000 Kuala Lumpur.
Telephone : 03-86575000
Facsimile : 03-89968250
Email: ceo@jaring.my

Copy to : Corporate Legal Department
JARING Communications Sdn Bhd
Technology Park Malaysia
57000 Kuala Lumpur.
Telephone : 03-86575000
Facsimile : 03-89968250
Email: corporate.legal@jaring.my

To the Entity: [●Address●]
Telephone : [●]
Facsimile : [●]
Email: [●]

Attention: [●]



- 9.2 Any notices given pursuant to this Clause shall be deemed to have been duly served when:
- (a) sent by personal delivery, upon delivery to the receiving Party;
 - (b) sent by registered post, upon receipt of the acknowledged copy or five (5) days after mailing, whichever is earlier;
 - (c) sent by facsimile transmission, upon receipt of the transmission report evidencing successful delivery of the said facsimile; or
 - (d) sent by electronic mail, upon notification that the notice has been delivered to the receiving Party.

10. Assignment

This Agreement may not be assigned by either Party whether voluntarily or involuntarily, in whole or in part, to any Party without the prior written consent of the other Party. No such assignment by either Party without consent of the other, howsoever occurring, shall relieve the assignor of its obligations hereunder.

11. Modification

No modification, variation or amendment of this Agreement shall have any legal effect and force unless such modification, variation or amendment is in writing, consented and executed by the Parties.

12. Waiver

Failure or neglect by either Party to enforce at any time any of the provisions hereof shall not be construed, nor shall be deemed to be, a waiver of that Party's rights hereunder, nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice that Party's rights to take subsequent action.

13. Severability

In the event that any or any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent such term, condition, or provision shall to that extent be severed from the remaining

terms and conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

14. Costs

The Parties hereto shall pay their own costs and expenses incidental to the negotiation, preparation and execution of this Agreement. The stamp duties payable in respect of this Agreement shall be borne and paid by the Entity.

15. Successors Bound

This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns.

16. Applicable Law

The Parties hereby agree that this Agreement shall be construed in accordance with the laws of Malaysia and both Parties agree to submit to the jurisdiction of Malaysian courts.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the Purpose and supersedes all prior or contemporaneous representations, agreements and promises, written or oral, between the Parties with respect to the Purpose.

(The remainder of this page is intentionally left blank)



IN WITNESS WHEREOF the Parties hereto have hereunto set their hands on the day and year first above written:

Signed by)
for and on behalf of)
JARING COMMUNICATIONS)
SDN BHD)
(Co. No. : 449423-H))

.....
NAME: DR. MOHAMED BIN AWANG LAH
NRIC: 531110-03-5267
DESIGNATION : CHIEF EXECUTIVE OFFICER

in the presence of:)
)
)

Signed by)
for and on behalf of)

THE ENTITY)
.....
NAME:
NRIC:
DESIGNATION:

in the presence of:)
)
)

.....
NAME:
NRIC:
DESIGNATION: