

SCHEDULE 2
ORDERING MECHANISM AND POLICIES

Submit the Order to:

<i>Name:</i>	
<i>Email:</i>	
<i>Contact:</i>	

SCHEDULE 3
SECURITY, INSURANCE AND CREDITWORTHINESS INFORMATION
REQUIREMENTS

1. SECURITY

- 1.1 Upon execution of the Agreement or any Order, the Access Seeker shall deposit with the Access Provider a security deposit in the amount required by the Access Provider as notified to the Access Seeker (“**Security Deposit**”) as security for the full and faithful performance of the Access Seeker’s obligations under the Agreement. The Security Deposit shall be held on a non-interest-bearing basis, and the Access Seeker shall have no right to any interest or earnings thereon.
- 1.2 If the Access Provider applies or deducts any portion of the Security Deposit, the Access Seeker shall, within fourteen (14) days after receipt of written notice, replenish the Security Deposit so that it equals the original required amount. Failure to replenish the Security Deposit within such period shall constitute a material breach of this Agreement.
- 1.3 Upon termination or suspension of the Agreement or any Order due to the Access Seeker’s default or breach, the Access Provider may retain and forfeit all or part of the Security Deposit to the extent necessary to cover outstanding amounts, losses, or damages arising from such default or breach.
- 1.4 Subject to the Access Seeker’s full performance of its obligations and settlement of all outstanding claims, the Access Provider shall return any remaining balance of the Security Deposit within sixty (60) days following expiration or termination of the Agreement.

2. INSURANCE

- 2.1 Without limiting or reducing the Access Seeker’s liability and responsibility as contained elsewhere in the Agreement, the Access Seeker will obtain and maintain, at its own expense insurance of the type and in the amounts set out below for the duration of the Agreement (provided that this shall not require or otherwise prevent the Access Seeker to maintain additional insurances beyond those stated below):
 - 2.1.1 Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed on or in connection with the work covered by the Agreement and/or their dependants; and
 - 2.1.2 Comprehensive General Liability Insurance or Public Liability Insurance of an amount which is not more than Ringgit Malaysia Twenty Million (RM

20,000,000) for any one claim or series of claims arising out of an accident or occurrence in connection with the Agreement resulting in bodily injury and/or personal injury including death and property damage suffered by the Access Provider or any third party, to the extent arising out of or in consequence of any act or omission of the Access Seeker, its employees, agents, contractors, or subcontractors.

- 2.2 To the extent third party insurance is obtained or maintained by the Access Seeker in respect of the required insurance coverage and upon the Access Provider's request, the Access Seeker will furnish to the Access Provider certificates of insurance evidencing such coverage.

3. CREDITWORTHINESS INFORMATION

- 3.1 The Creditworthiness Information that is required to accompany an Access Request or Order are:
- 3.1.1 a letter, signed by the executive director/senior general manager/senior vice president of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
 - 3.1.2 a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
 - 3.1.3 such other information as may be reasonably requested by the Access Provider provided that such information are information which are publicly available.

SCHEDULE 4
GOVERNANCE AND COMMITTEE

NOT APPLICABLE

SCHEDULE 5 DISPUTE RESOLUTION PROCEDURES

1. INTRODUCTION

1.1 Subject to **Section 1.21.2.2(b)**, the Access Provider and the Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between the Access Seeker and the Access Provider in relation to or in connection with the supply of the Regulated Facilities and Services to which the Mandatory Standard on Access applies ("**Dispute**"). In respect of any other dispute arising under this Agreement, the Parties may, where applicable, agree to adopt these Dispute Resolution Procedures as a guide and comply with them to the extent applicable. For the avoidance of doubt, any reference to, or involvement of, the Commission under this Schedule 5 will not apply to such other disputes.

1.2 The following dispute resolution mechanisms are discussed in this section:

1.2.1 interconnect steering group; and

1.2.2 subject to specific resolution of disputes, being:

(a) technical disputes, which must follow the procedure set out in **Section 4** if they cannot be resolved through the application of the general dispute resolution provisions in **Sections 2** and **3**;

(b) Billing Disputes, which must follow the procedures set out in **Section 5**;
or

(c) any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in **Sections 2** and **3**, must be referred to the Commission for resolution.

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

1.3.1 the Parties will not reach agreement, or will not reach agreement in a reasonable time;

1.3.2 the notification of the Dispute is not trivial, frivolous or vexatious; and

1.3.3 the resolution of the Dispute would promote the objects in the Act.

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

1.4 For clarification, unless stated otherwise, all references to Sections in this Schedule 5 are references to Sections of this Schedule 5.

2. GENERAL

- 2.1 The Access Seeker or Access Provider may not commence court proceedings relating to a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this **Section 2.1** shall be construed as ousting the jurisdiction of any court.
- 2.2 Both Parties to a Dispute shall ensure that their representatives acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each Party must notify the other Party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to the representative, either Party may require that those matters be referred to more senior officers of that Party who have authority to settle those matters.
- 2.3 During a Dispute and any dispute resolution process invoked in accordance with this Schedule 5, the Access Provider and the Access Seeker must continue to fulfil their obligations under the Agreement.
- 2.4 Subject to **Section 2.5**, the Parties to a Dispute shall exchange information of a type described in the Mandatory Standard on Access during the course of, and to facilitate, resolution of the Dispute.
- 2.5 Confidential Information of a Party which is disclosed, and any other oral or written submissions made by a Party or a Party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provisions contained in the Confidentiality Agreement prepared in accordance with **Clause 11.1** (Confidentiality Agreement) of **ARTICLE II** of the Agreement.
- 2.6 A Party must not use information obtained under **Section 2.4** or described in **Section 2.5** above for any purpose other than to resolve the Dispute.
- 2.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert or the Commission, in accordance with this Schedule 5) may decide not to determine the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.
- 2.8 The costs of the arbitration are to be shared equally between the Parties, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with **Section 2.7** above. If an arbitrator decides not to determine the Dispute, the Party that initiated the Dispute must pay the other Party's costs.

3. INTERCONNECT STEERING GROUP

- 3.1 In the first instance the Access Seeker and the Access Provider should attempt to resolve the Dispute between themselves. Either Party may give written notice ("**ISG Notice**") to the other party ("**ISG Receiving Party**") stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group ("**ISG**") and outline the details of the Dispute.
- 3.2 The Access Provider and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of **Section 3.1** above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.
- 3.3 The Parties shall provide for
 - 3.3.1 subject areas to be dealt with by the ISG;
 - 3.3.2 equal representation by the Access Seeker and the Access Provider;
 - 3.3.3 chairmanship and administrative functions of the working group to be shared equally; and
 - 3.3.4 formal notification procedures to the ISG.
- 3.4 The Access Provider and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the ISG Notice unless otherwise agreed by the Parties, subject always to a Party's right to seek urgent interlocutory relief.
- 3.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in **Section 3.4**, or after any agreed time extension has expired, either Party may notify the other Party that it wishes to refer the issue to:
 - 3.5.1 to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with **Section 4**); or
 - 3.5.2 to the Commission for final arbitration.
- 3.6 The ISG to which an issue has been raised will meet within ten (10) Business Days of the receipt by the ISG Receiving Party of the ISG Notice under **Section 3.1**. If the ISG fails to meet or has not been formed within ten (10) Business Days of the receipt by the ISG Receiving Party of the ISG Notice, either Party may refer the Dispute:
 - 3.6.1 to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with **Section 4**); or
 - 3.6.2 to the Commission for final arbitration.
4. **USE OF A TECHNICAL EXPERT**
 - 4.1 Dispute will only be referred to a Technical Expert if the provisions of **Section Error! Reference source not found.** have been complied with.

- 4.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to ISG.
- 4.3 The person to whom a technical dispute may be referred under this **Section 4**:
- 4.3.1 will be an expert appointed by agreement of the Parties or, if the Parties cannot agree, by the Commission;
 - 4.3.2 will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communications industry;
 - 4.3.3 need not be a Malaysian citizen or resident; and
 - 4.3.4 will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest,

(“**Technical Expert**”)

- 4.4 If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.
- 4.5 When relying on the services of a Technical Expert, the following dispute resolution procedures will apply to the Technical Expert:
- 4.5.1 the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
 - 4.5.2 each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission. No further submissions in reply shall be made except with the Technical Expert's approval.
- 4.6 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.
- 4.7 Should a Technical Expert hearing be held, each Party will have the opportunity of making an oral submission in addition to the written submissions submitted in **Sections 4.5 and 4.6**. This process will be conducted in private.
- 4.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.
- 4.9 The Technical Expert will not have the power to appoint any other experts.

- 4.10 The Technical Expert will deliver his or her award within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.
- 4.11 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each Dispute are complied with.
- 4.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or law).
- 4.13 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

5. BILLING DISPUTE RESOLUTION

- 5.1 As outlined in the billing provisions in **Clause 13** (Billing And Settlement Obligations) of **ARTICLE III** of the Agreement, the Access Provider ("**Invoicing Party**") shall provide to the Access Seeker ("**Invoiced Party**") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Regulated Facilities and Services during such Billing Cycle.
- 5.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if:
 - 5.2.1 in the case of domestic calls and interconnection, the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice;
 - 5.2.2 in the case of outgoing and incoming international calls and interconnection, the Invoiced Party notifies the Invoicing Party within six (6) months after the date of receipt of such Invoice; or
 - 5.2.3 in case of any other Regulated Facilities and Services, the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice,

provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with **Section 5.4**.

- 5.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:
 - 5.3.1 the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the Dispute;
 - 5.3.2 there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;

- 5.3.3 there is, or has been, a fraud perpetrated by the Invoicing Party; or
 - 5.3.4 the Invoicing Party has made some other error in respect of the recording of the calls or capacity or calculation of the charges which are the subject of the Billing Dispute.
- 5.4 A Billing Dispute Notice given under this **Section 5** must specify:
- 5.4.1 the reasons for which the Invoice is disputed;
 - 5.4.2 the amount in dispute;
 - 5.4.3 details required to identify the relevant Invoice and charges in dispute including:
 - (a) the account number;
 - (b) the Invoice reference number;
 - (c) the Invoice date;
 - (d) the Invoice amount; and
 - (e) billing verification information; and
 - 5.4.4 evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- 5.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with **Clause 13.11** (Withholding of Disputed Amounts) of **ARTICLE III** of the Agreement. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in **Clause 13.15** (Interest) of **ARTICLE III** of the Agreement on the amount payable from the due date of the disputed invoice until the date of payment.
- 5.6 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in **Clause 13.15** (Interest) of **ARTICLE III** of the Agreement. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.
- 5.7 The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this **Section 5**.
- 5.8 If the Parties are unable to resolve any Billing Dispute within one (1) month (or such other period as the parties may agree) from the date on which the Billing Dispute Notice

is received, either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.

- 5.9 To the extent that a Billing Dispute notified under this **Section 5** involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the Parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- 5.10 Once the negotiation period (including any extension agreed) and any suspension period have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in **Section 5.11 ("Billing Dispute Escalation Procedure")**.
- 5.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this **Section 5.11** by notifying the Invoicing Party's Billing Representative. Both Parties shall then appoint a designated representative who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of this Schedule 5. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honoured.
- 5.12 Once any Billing Dispute has been resolved to the Parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant Party within ten (10) Business Days from the date of resolution of the Billing Dispute.
- 5.13 Although it shall be the good faith intention of the Parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Schedule 5 shall prevent either Party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 5.14 A Party may request a joint investigation of Invoice discrepancies after that Party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the Parties must agree on the terms of the joint investigation, including:
- 5.14.1 the scope of the joint investigation;
 - 5.14.2 how the joint investigation will be conducted; and
 - 5.14.3 the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test calls to the other Party's Network.

- 5.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each Party.
- 5.16 Either Party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.
- 5.17 If the Billing Dispute Escalation Procedure has been exhausted, either Party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

SCHEDULE 6
CONFIDENTIALITY AGREEMENT