

ENGAGEMENT TERM SHEET

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PREAMBLE

A preliminary outlining of key terms of engagement for the provision of the “Services” between **edotco Malaysia Sdn Bhd** (Company No. 148800-H) (formerly known as *Celcom Services Sdn Bhd*) (“**edotco**”) and the “**Customer**”, which terms shall be binding in its own right or form the basis of a comprehensive and expanded Master Infrastructure Services Agreement (“**MISA**”) or such other definitive contractual instrument(s) as the parties may mutually execute in respect of the engagement herein. To the extent that the items herein are not varied or amended in the MISA that may be entered into by and between the parties, this Engagement Term Sheet (“**ETS**”) which is inclusive of all attached / referenced schedules, appendices and documents, shall operate to legally bind the parties. Unless otherwise provided, capitalised terms shall have the meanings corresponding to their description in the column marked “Items” and acronyms shall be defined within the context of this document.

Part A) CUSTOMER and CUSTOMER’S PARTICULARS

PARTICULARS OF CONTACT PERSON

Name of Customer	Name
Registration No	Designation
Address	Email
City / Town / State	Mobile
Postal / Zip Code	Tel
Country	Fax

Part B) ENGAGEMENT OVERVIEW

No.	Items	Particulars / Description / Details																		
1.	Scope of edotco’s Services	<p>The provision of consolidated infrastructure solution Services (defined below) over the course of the Service Term herein for network operators and/or service providers in respect of the Sites (defined below), and such other locations, premises, areas whatsoever as may be agreed between the parties, comprising:</p> <p>Basic Infrastructure Service:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a)</td> <td>Infrastructure Access and Site Acquisitions</td> </tr> <tr> <td style="text-align: center;">b)</td> <td>Real Estate (Property) and Third Party Management in respect of Sites</td> </tr> <tr> <td style="text-align: center;">c)</td> <td>Operations and Maintenance of grounds and all passive equipment on Sites</td> </tr> </table> <p>Optional Add-On Service:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">d)</td> <td>Provision of energy back-up (Battery / Rectifier / Genset)</td> </tr> <tr> <td style="text-align: center;">e)</td> <td>Operations and Maintenance of power and/or energy equipment</td> </tr> </table>	a)	Infrastructure Access and Site Acquisitions	b)	Real Estate (Property) and Third Party Management in respect of Sites	c)	Operations and Maintenance of grounds and all passive equipment on Sites	d)	Provision of energy back-up (Battery / Rectifier / Genset)	e)	Operations and Maintenance of power and/or energy equipment								
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2.	Schedules Accompanying (and Integral to) this ETS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">Schedule 1</td> <td style="width: 5%; text-align: center;">▶</td> <td>List of all Customer’s Sites to be serviced</td> </tr> <tr> <td style="text-align: center;">Schedule 2</td> <td style="text-align: center;">▶</td> <td>edotco’s Basic Infrastructure Service Fees</td> </tr> <tr> <td style="text-align: center;">Schedule 3</td> <td style="text-align: center;">▶</td> <td>Fees/charges for Optional Add-On Services</td> </tr> <tr> <td style="text-align: center;">Schedule 4</td> <td style="text-align: center;">▶</td> <td>Charges for provisioning of diesel generators</td> </tr> <tr> <td style="text-align: center;">Schedule 5</td> <td style="text-align: center;">▶</td> <td>Specimen Service Order to initiate commencement of Services by edotco</td> </tr> <tr> <td style="text-align: center;">Schedule 6</td> <td style="text-align: center;">▶</td> <td>Specimen Certificate of Ready for Active Installation to indicate that the Site is ready for Customer’s installation</td> </tr> </table>	Schedule 1	▶	List of all Customer’s Sites to be serviced	Schedule 2	▶	edotco’s Basic Infrastructure Service Fees	Schedule 3	▶	Fees/charges for Optional Add-On Services	Schedule 4	▶	Charges for provisioning of diesel generators	Schedule 5	▶	Specimen Service Order to initiate commencement of Services by edotco	Schedule 6	▶	Specimen Certificate of Ready for Active Installation to indicate that the Site is ready for Customer’s installation
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3.	Sites	<p>Sites containing infrastructure used for telecommunications, broadcasting, transmission (whether passive or active) or other cognate purposes (each known as a “Site”), whether on an individual or collective basis, confined specifically to the premises / locations described in Schedule 1 to this ETS. The parties hereby agree that the list of the Customer’s Sites to be serviced as specified in Schedule 1 hereto is subject to revision by mutual agreement between the parties.</p>																		

4.	Service Term per Site	A total of FIFTEEN (15) years, comprising both of the following: (a) Lock-In Period: An initial period of TEN (10) years of the Service Term, during which period termination will be subject to the Early Termination liquidated damages (defined below); and (b) Penalty-Free Period: The remaining FIVE (5) years of the Service Term, during which period Customer may terminate Services for the Site in question.				
5.	Early Termination Liquidated Damages	a)	During the Lock-In Period	Liquidated damages payable in accordance with the formula $(A \times B) \times (1 + C)$ where: A: months remaining in the Lock-In-Period or the applicable Termination Notice period (defined below), whichever greater; B: applicable monthly infrastructure service fee; and C: applicable Annual Escalation Rate.		
		b)	During the remaining Penalty-Free Period	Nil		
6.	Annual Escalation Rate	Two point five percent (2.5%) calculated against the aggregate total of fees payable for each Site serviced applicable from the first anniversary of the effective date of RFAI (defined below).				
7.	Applicable Discounts (if any)	a)	Pre-Existing Sites	(Not applicable)		
		b)	New Sites	(Not applicable)		
8.	Types of Structures on which Access is Offered	Ground Based Sites ("GBT")	Ground Based Special Structure Sites ("GBT Special Structure")	Rooftop Sites ("RTT" or "RTP")	In-Building Solutions ("IBS")	Special Structures including Mobile Sites
		Any Site which is erected on the ground (and not on a rooftop) excluding Special Structure	Any Site which locates monopole type structures. The parties agree that detail definition will be further defined in MISA or such other definitive contractual instrument(s) as the parties shall mutually execute in respect of the engagement herein.	A Site situated on or within the rooftop of a building, and includes rooftop pole Sites and rooftop Tower Sites	In-building Sites within buildings for boosting capacity within such buildings	Includes Cell/s on Wheels (i.e. mobile BTS/s), RAMOs, Rapid pole (Rapole), lampole, water tank, billboard and other non-standard structures.
9.	Standard Configuration for each Site according to Structure (Modifications to which will result in fee variations in the form of Additional Loading charges)	Structure Type		No. of Antennae	No. of Microwave Dishes ("MW")	No of Remote Radio Units ("RRU")
		a)	Ground Based Sites	6	2	3
		b)	Ground Based Special Structure Sites	3	1	3
		c)	Roof top sites	3	1	3
		d)	All Special Structures (except Cell on Wheels)	3	1	3
		e)	Cell on Wheels	3	1	0

10.	Base Parameters in determining Standard Configuration	No	Parameters	Quantities / Details	
		a)	Maximum diameter of each MW dish (Ground Based Sites)	1.2 m	
		b)	Maximum diameter of each MW dish (Roof top sites and Special Structures)	0.6 m	
		c)	Maximum length of radio antennae	2.5 m	
		d)	Maximum floor space occupied by indoor Base Transceiver Station ("BTS")	1.0 sqm	
		e)	Maximum floor space occupied by outdoor BTS	1.5 sqm	
		f)	Average power consumption of Operator Equipment	Maximum of 2 kW	
		g)	Outdoor plinth	Yes	
		h)	AC power and grounding system	Yes	
11.	Delivery Commitments	No	Type of Site	Delivery Period	
		a)	edotco's Pre-Existing Sites	Certificate of Ready For Active Installation (" RFAI ") delivered within thirty (30) days from the latest of edotco's receipt of Customer's service order and all requisite specifications.	
		b)	New Sites acquired on Customer's behalf	Depending on type of structure and excluding such period as may be required for approval / permission / consent of the relevant authority, RFAI will be delivered in accordance with the following delivery schedules:	
		(i)	GBT	(Not applicable)	
		(ii)	RTT / RTP	(Not applicable)	
		(iii)	IBS	(Not applicable)	
(iv)	Special Structures	(Not applicable)			
12.	Service Level Commitment				
13.	Validity of ETS	The parties hereby agree that the terms and conditions in this ETS shall be binding on both parties subject always to signing the MISA or such other definitive contractual instrument(s) that the parties may mutually execute in respect of the engagement herein. For the avoidance of doubt, the parties may execute the MISA or such other definitive contractual instrument(s) within a specified period of time as shall be negotiated and mutually agreed upon by the parties.			
Part C) PAYMENT ITEMS & ASSOCIATED FEES / CHARGES / RATES					
14.	Charges / Rates / Prices	No.	Description	Charges / Rates / Prices (RM)	
		One Time Charges			
		a)	Fiber Access Fee		
		b)	Grid Connection Cost		
		c)	Generator Set Mobilization / Demobilization cost		
		d)	Variation order / upgrades made to the site at the Customer's request		
		Recurring Charges			
		e)	edotco's applicable Basic Infrastructure Service Fees, appended hereto as Schedule 2		
		f)	edotco's applicable Basic Infrastructure Service Fees together with Optional Add-On Services, appended hereto		

		as Schedule 3	
		g) Rental Threshold/s (at any time where rental payable to landlord for a Site exceeds the threshold sums on the right, the excess will be payable by the Customer on the Site, or where there is more than one, to be shared equally by all tenants)	GBT/IBS
			GBT Special Structure
			RTT
			Special Structures
		h) Electricity / Fuel charges	
		i) Fiber bandwidth charges	
		j) Fiber access right-of-way charges	
		k) Provisioning of diesel generators at Sites per charges in Schedule 4	

Part D) PAYMENTS

		All invoices are deemed correctly rendered if not disputed in writing within seven (7) days from issuance.		
		No	Item	Billing Period
15.	Terms of payment	a)	One-Time Charges	As incurred
		b)	Service Fees	Quarterly in advance
		c)	Electricity/ Fuel Charges	Quarterly in advance
				Within forty five (45) days from date of invoice.
16.	Effects of Late or Non-Payment	In the absence of a bona fide dispute (which dispute shall be documented and acknowledged by both parties), failure to pay within the prescribed time / period (45 days) for payment will render Customer liable to edotco for the Late Payment Charges specified herein. In addition, edotco will be entitled to suspend and/or cease all work or services (as the case may be) until due settlement of all outstanding payments and thereafter, terminate the Services to any Site where payments are outstanding for seventy five (75) days after the relevant due date.		
17.	Late Payment Charges	In the event the customer does not pay the applicable Infrastructure service fee by the due date, edotco shall be entitled to charge interest on the overdue amount. The interest rate payable shall be equivalent to the prevailing Bank Negara Base Lending Rates plus 300 basis points.		

Part E) GENERAL TERMS

18.	Fees, Charges and Expenses. Fees, charges, rates and/or prices are exclusive of taxes, must be paid in Ringgit Malaysia. ("Taxes" mean any form of sales, goods and services, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on net income).
19.	Service Orders. Customer accepts that issuance of a Service Order and acceptance of the same by edotco for any particular Site shall, unless rejected / terminated / lapsed in accordance with agreed processes, be deemed to formalize the obligations outlined in this ETS (or in the eventual MISA that may be entered into by and between the parties) between the parties in respect of that particular Site. (A specimen Service Order is appended as Schedule 5 to this ETS). Any Service Order canceled by Customer after acceptance shall be subject to payment of reimbursement charges incurred by edotco.
20.	Certificate of Ready for Active Installation. This certificate is issued by edotco subsequent to a Service Order, and serves to indicate that the Site is ready for Customer's installation. Acceptance by Customer shall be deemed to formalize the obligations outlined in this ETS (or in the eventual MISA that may be entered into by and between the parties) between the parties in respect of that particular Site. (A specimen certificate is appended as Schedule 6 to this ETS)
21.	Excluded Services. Unless expressly stipulated, the Services provided herein do not include the supply, commissioning, maintenance or any other matter relating to the operation, placement, management whatsoever of any equipment or components which are considered "active" within the definition of applicable laws/regulations or which constitute "transmission" equipment.

22.	Confidentiality. This ETS and its contents are deemed to be confidential.
23.	Disclaimer. All items in this ETS are provided on an “as is” basis and without warranties or conditions of any kind, including the implied warranties of merchantability, non-infringement, and fitness for a particular purpose. edotco does not guarantee or warrant that the use of the Services, in this ETS will be uninterrupted, comply with regulatory requirements, be error free or that edotco is liable to correct any errors arising.
24.	Sharing Rights Unfettered. Nothing in this ETS shall preclude edotco from offering similar Services and equal access on a commercial basis to all Sites, whether pre-existing or acquired on Customer’s behalf, either during the course of this ETS or over the lifetime of the MISA that may be entered into by and between the parties, to any other third party/parties.
25.	Termination of Site Services. Termination of edotco’s Services is subject to written notice of not less than ninety (90) days (“ Termination Notice ”). Any termination of Services for any particular Site or series of Sites during the Lock-In Period shall be subject to the liquidated damages specified in Item 5(a) above. Provided the Termination Notice provisions (or payment in lieu thereof) have been complied with, no liquidated damages will apply for terminations during the remaining Penalty-Free Period. In all other respects, general termination principles will apply for material breach of these provisions by the parties.
26.	Variation and Effect of Regulatory Compliance. This ETS is subject to the additional obligations of a definitive contract in the form of the MISA and may ultimately undergo variation (by mutual agreement) and to comply with regulatory requirements. Parties accept and acknowledge that nothing will operate or be permitted to operate to diminish or mitigate the Customer’s contractual obligations to pay for Services in respect of any Sites secured under this ETS or the eventual MISA that may be entered into by and between the parties prior to the implementation of regulatory-driven amendments, and will commit their best efforts towards preserving the spirit and intent of the parties herein.
27.	Variation to the ETS. Subject to agreement by the parties to this ETS, any terms in this ETS which is proposed to be varied and added, reduced and/or alter may be affected after the signing of the ETS by means of an addendum to this ETS and/or variation orders duly signed by the parties hereto. In the event of any conflict or inconsistency between any terms in the ETS, the terms in the later addendum and/or variation orders duly signed between the parties shall apply and be valid and binding.
28.	Assignment and Novation. Provided no material prejudice is occasioned to either party and subject to the terms under MISA the parties may assign or novate (whether in whole or in part), sub contract, delegate, transfer or otherwise dispose, at any time during the validity of this ETS, its rights and obligations under the ETS.

Part F) OFFER & ACCEPTANCE

29.		Offered for and on behalf of edotco by:	Accepted for and on behalf of CUSTOMER by:
	Signature		
	Name		
	Designation		
	Date		