

# **MYTV Broadcasting Sdn. Bhd.**

(Company No. 897549-X)



## **Reference Access Offer**

22<sup>nd</sup> January 2018

**Version 1.0**

**Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List, Determination No. 2 of 2015, Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016 and Commission Determination on the Mandatory Standard On Access Pricing, Determination No. 1 of 2017**

## INTRODUCTION

1. This Reference Access Offer (“RAO”) specifies the procedures and process to be followed by an Access Seeker who intends to acquire a Product from MYTV Broadcasting Sdn. Bhd. (Company No. 897549-X) (“MYTV”).

2. The RAO is divided into the following parts:

<b>Section A</b>	Background and Scope of the RAO
<b>Section B</b>	Interpretation and Definitions
<b>Section C</b>	Principles of Access
<b>Section D</b>	Access Request Process and Procedures
<b>Section E</b>	Obligations for Provision of Information
<b>Section F</b>	Content Obligations
<b>Section G</b>	Service Specific Obligations
<b>Section H</b>	Confidentiality and Non-Disclosure Agreement
<b>Section I</b>	Application Form

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

4. Where an amendment is made to the RAO, MYTV shall within twenty (20) Business Days supply an amended copy of the RAO to all Access Seekers who have submitted to MYTV an Access Request and which Access Request is still pending process by MYTV. The amendment to the RAO shall be effective after the expiry of the Initial Period if no notice of dispute is issued to and received by MYTV within the said period.

5. For the purposes of this RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of the RAO other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in the RAO not to amount to an amendment of the RAO.

6. If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, MYTV may, by giving written notice to all Access Seekers to whom it is supplying Access Service(s), withdraw or replace the RAO with effect from a date no earlier than the effective date of the Commission’s revocation, variation or replacement.

7. In the event any amendment is made to the RAO, MYTV shall notify all Access Seekers of the effective date of the amendment.

8. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked “RAO” and sent to the following:

MYTV Broadcasting Sdn. Bhd.  
2271, Jalan Usahawan 2,  
Cyber 6,  
63000, Cyberjaya, Selangor

**Attention: Vice President, Regulatory**

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

9. The terminology used in this RAO has the meaning ascribed to them in **Section B**. All other words and phrases used in this RAO shall, unless the context otherwise requires, have the same meaning as in the MSA.

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**SECTION A: BACKGROUND AND SCOPE OF THE RAO**

**1. Introduction**

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

**2. Applicability to Licensees**

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

- (a) Content Applications Service Providers, and
- (b) Applications Service Providers.

2.2 MYTV's RAO contains the terms and conditions for the Digital Terrestrial Broadcasting Multiplexing Services ("DTBMS"):

- (a) Standard Definition Television Channel;
- (b) High Definition Television Channel; and
- (c) Digital Radio Channel.

**3. Non-Applicability of the RAO**

3.1 This RAO applies to DTBMS only and shall not apply to Services which are not specified in the Access List.

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## **SECTION B: INTERPRETATION AND DEFINITIONS**

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

<b>Access Agreement</b>	means the bilateral agreement entered into between MYTV and the Access Seeker which sets out the terms and conditions that govern the grant by MYTV of access to MYTV's Services.
<b>Access Provider</b>	means MYTV Broadcasting Sdn Bhd (Company No: 897549-X)
<b>Access List</b>	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. 2 of 2015) which came into operation on 12 September 2015, which sets out a list of Access Service(s) determined by the Commission under section 146 of the Act.
<b>Access Seeker</b>	means an Operator who makes written request for access to Services of MYTV or is being provided with Services by MYTV.
<b>Act</b>	means the Communications and Multimedia Act 1998 (Act 588).
<b>Applications Service</b>	bears the meaning ascribed to it under the Act.
<b>Bank Guarantee</b>	means a guarantee executed in favour of MYTV, on behalf of the Access Seeker, by a bank approved by MYTV and in a format acceptable to MYTV.
<b>Business Day</b>	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.
<b>Commission</b>	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.
<b>Content Applications Service</b>	bears the meaning ascribed to it under the Act.

<b>Customer</b>	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 Services.
<b>DTBMS</b>	means Digital Terrestrial Broadcasting Multiplexing Service referring to a Service for the combining of multiple content applications service Transport Streams into a single Transport Stream with or without the addition of Conditional Access information. DTBMS consists of compression, multiplexing, distribution and transmission processes which is integral of the whole DTBMS system.
<b>Facilities</b>	means facilities which facilitates the provision of network services or application services, including content application services and "Facility" shall be construed accordingly.
<b>Instrument</b>	means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.
<b>Licence</b>	means an Individual Licence or a Class Licence granted by the Minister pursuant to the Act.
<b>MSA</b>	means the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access, Determination No. 3 of 2016.
<b>Network Facilities</b>	bears the meaning as ascribed in the Act.
<b>Network Services</b>	bears the meaning as ascribed in the Act.
<b>Operator</b>	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 MYTV and the Access Seeker.
<b>Party</b>	means MYTV or the Access Seeker as the context requires and "Parties" means both MYTV and the Access Seeker.
<b>Product</b>	means each of the separate provision by MYTV of access to its Services and "Products" shall be construed accordingly.
<b>RAO</b>	means the Reference Access Offer issued by MYTV.
<b>Security Sum</b>	means security in the form of a Bank Guarantee provided or to be provided by the Access Seeker to MYTV for the supply of Access Service(s).

<b>Services</b>	means the provision by MYTV of access to Services and “Service” shall be construed accordingly.
<b>SOC</b>	means Service Operation Centre of MYTV which monitors and operate DTBMS system. SOC provide first level support for any defect on DTBMS that affect DTBMS availability and quality of service and manage support escalation process.
<b>Third Party</b>	means a party who or which is not a party to the Access Agreement.

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## **SECTION C: PRINCIPLES OF ACCESS**

### **1. Legislative Background**

- 1.1 Pursuant to the issuance of the Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 2 of 2015) ("Access List Determination"); and
- 1.2 Following the issuance of the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No.2 of 2003, the Malaysian Communications and Multimedia Commission issued the Commission Determination on the Mandatory Standard on Access Determination No.3 of 2016 ("MSA Determination") which came into effect on 1<sup>st</sup> January 2017; and
- 1.3 Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2017 which came into effect starting from 1st January 2018, and
- 1.4 Pursuant to section 5.3.3 of the MSA Determination, MYTV is pleased to prepare and maintain a Reference Access Offer ("RAO") in relation to Services on the Access List Determination which MYTV provides to itself or third parties and which:
  - (a) sets out the full terms and conditions on which MYTV is prepared to supply Services to Access Seekers, including the rates, charges, charging principles and methodologies to be applied for Services and any applicable fees or rebates;
  - (b) has description on Point of Interface;
  - (c) contain Copy of application form to be completed by the Access Seeker to apply for access to DTBMS;
  - (d) contains a copy of the MYTV's standard confidentiality agreement; and
  - (e) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination.

### **2. Standard Access Obligations**

- 2.1 MYTV's RAO is consistent with:
  - (a) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act; and
  - (b) the principles of reasonableness and non-discrimination stipulated under Sections 4.1.2, 4.1.3, 4.1.4, 4.1.5 and 4.1.6 of the MSA Determination.

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## **SECTION D: ACCESS REQUEST PROCESS AND PROCEDURES**

### **1. Introduction**

- 1.1 An Access Seeker must comply with the following process if it wishes to obtain access to Services from MYTV.
- 1.2 These provisions apply in the following circumstances:
- (a) Where there is no current access agreement between MYTV and the Access Seeker; or
  - (b) If there is a valid and subsisting access agreement between MYTV and the Access Seeker and, either
    - (i) such access agreement will expire within four (4) months from the date when the Access Seeker makes a request; or
    - (ii) the requested 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 Service from MYTV, must submit an Access Request to MYTV by submitting a duly filled application form (as shown in Section I of this RAO) with a cover letter. The Access Request shall contain the following information;
- (a) the name and contact details of the Access Seeker;
  - (b) the Services in respect of which access is sought;
  - (c) whether the Access Seeker wishes to accept the RAO, to negotiate amendments to the RAO or to negotiate an Access Agreement on alternative terms;
  - (d) the information (if any) the Access Seeker reasonably requires MYTV to provide for the purposes of the negotiations;
  - (e) two (2) copies of a confidentiality and non-disclosure agreement properly executed by the Access Seeker in the form prescribed by MYTV in Section H;
  - (f) preliminary information regarding the scale and scope of Services that the Access Seeker expects to acquire from MYTV pursuant to the Access Request;
  - (g) relevant technical information relating to the interface Standards of the Access Seeker;
  - (h) creditworthiness information in accordance with MYTV's requirements;
  - (i) assessed security (or, if applicable, confirmation of security provided) in accordance with MYTV's requirements;

- (j) insurance information in accordance with MYTV's requirement;
- (k) bank guarantee information for security sum (12 months of service fee per channel); and
- (l) such other information as MYTV may reasonably request for the sole purpose of providing access to the requested Services.

2.2 Within ten (10) Business Days of receipt of the Access Request from the Access Seekers, MYTV shall respond in writing to the Access Seeker by either:

- (a) accepting the Access Request based on the terms and conditions in this RAO; or
- (b) accepting the Access Request and to negotiate the amendments to the RAO or the Access Agreement on alternative terms; or
- (c) requesting for further information from the Access Seeker; or
- (d) rejecting the Access Request.

### **3. Acceptance**

3.1 If the Access Request made by the Access Seeker accepts the terms and conditions of this RAO as the basis for the access to the Services offered to be provided by MYTV, then MYTV shall issue two (2) copies of the RAO to the Access Seeker which the Access Seeker shall execute and return to MYTV within ten (10) Business Days together with one (1) copy of the executed confidentiality and non-disclosure agreement.

3.2 If:

- (a) the Access Seeker had submitted an Access Request which contains a request to negotiate the terms and conditions of the access agreement, and
- (b) MYTV is willing to proceed to negotiate the Access Request and the terms and conditions of the access agreement;

then MYTV shall do the following:

- (i) issue the draft Access Agreement;
- (ii) specify a place, date and time no later than fifteen (15) Business Days from the date of MYTV's response, of which the Parties shall negotiate the terms and conditions of the Access Agreement; and
- (iii) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

#### **4. Request for Further Information**

- 4.1 MYTV may request the Access Seeker to provide further information on the Access Request.
- 4.2 The Access Seeker shall within ten (10) Business Days provide further information to MYTV as requested pursuant to Clause 4.1.
- 4.3 If in MYTV'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 ten (10) Business Days.
- 4.4 For the avoidance of doubt, MYTV may make more than one request for additional information from the Access Seeker in order for MYTV to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in Clause 4.2 and 4.3.
- 4.5 If the Access Seeker does not provide further information in response to a request made by MYTV, then the Access Seeker shall be deemed to have revoked the Access Request.

#### **5. Rejection of Access Request**

- 5.1 If MYTV rejects an Access Request, MYTV shall inform the Access Seeker and indicating the date its representatives are available to meet the Access Seeker. The Access Seeker may attend and meet with the representatives of MYTV on the date and time and at the venue specified which date shall not be later than seven (7) Business Days from the date of rejection notice of the Access Request.
- 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 MYTV or the Access Seeker may initiate the Dispute Resolution Procedures set out in the MSA.
- 5.4 Pending the final determination of the dispute, MYTV shall not be obliged to provide access to the Access Seeker.

#### **6. Right to Reject**

- 6.1 MYTV may reject an Access Request made by an Access Seeker 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 Services requested; or

- (d) MYTV has insufficient capacity or space to provide the requested Services; or
- (e) MYTV reasonably believes that the Access Seeker may fail to make timely payments for the requested Services; or
- (f) MYTV reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions of access of the relevant Services; or
- (g) does not currently supply or provide access to the requested Services to itself or to any third party; or
- (h) MYTV reasonably believes that access is being sought for a purpose in contravention of any laws; or
- (i) MYTV reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- (j) MYTV is of the opinion that the provision of access to the Access Seeker will be detrimental to, or in conflict with MYTV's interest; or
- (k) on the basis of national interest.

## 6.2 Notification of Rejection to the Access Seeker

If MYTV rejects the Access Request, MYTV shall within ten (10) Business Days of receiving the Access Request:

- (a) notify the Access Seeker in writing of MYTV's rejection;
- (b) provide reasons for rejection under Clause 6.1 to the Access Seeker;
- (c) provide the basis for MYTV's rejection of the Access Request; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of this notice of rejection, at which representatives of MYTV will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request.

## 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 MYTV in writing of its decision before the expiry of the 5th Business Day.
- 7.2 MYTV shall not be obliged to nor under any liability to fulfil 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 MYTV, the Access Seeker shall for each additional 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 MYTV may charge the Access Seeker non-refundable fees for undertaking works to process the Access Request such as:
- (a) Processing fee;
  - (b) Activation fee; and
  - (c) Additional DTBMS fee.
- 9.2 In the event additional and/or non-routine work i.e. 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, MYTV will charge a separate fee for undertaking such additional work.
- 9.3 The Access Seeker shall always remain liable to pay the fees for processing the Access Request and the undertaking by MYTV of the additional and/or non-routine work, notwithstanding the Access Request may have been rejected by MYTV or withdrawn by Access Seeker.

## **10. Commencement of Negotiation**

- 10.1 If an Access Seeker has received a notice from MYTV to proceed with negotiation of the Access Agreement, the Access Seeker must within ten (10) Business Days of receipt of such notice submit to MYTV a list of its comments identifying the affected clauses with 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.
- 10.2 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.

## **11. Duration of Negotiations**

- 11.1 All negotiations shall be concluded within one hundred and twenty (120) days from the date MYTV receives a written request to commence negotiations.
- 11.2 If negotiations are not completed within one hundred and twenty (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.

## **12. Initial Meeting**

12.1 The designated representatives of MYTV and Access Seeker shall meet on the date and time at the venue specified by MYTV, 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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## **SECTION E: OBLIGATIONS FOR PROVISION OF INFORMATION**

- 1.1 The obligations of each Party to provide information to the other Party are subject to MSA Determination and the requirements of confidentiality in the confidentiality and non-disclosure agreement signed by the Parties.
- 1.2 An Access Seeker must provide MYTV on a timely basis with all agreed information reasonably required to determine the rates and charges to be billed by MYTV to the Access Seeker or by each Party to its Customers.
- 1.3 To the extent permitted by Malaysian laws and any relevant guidelines or Customer service standards in force pursuant to the Operator's respective Licence conditions, the Operator will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective communications services and/or theft of the Operator's provided terminal equipment.
- 1.4 Information provided under the RAO may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity with any financial institution shall be treated with confidence and protected in accordance with Malaysian Laws.
- 1.5 Information required to be provided under the RAO need not be provided if the recipient Party has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Party does not observe such security measures or any of the information is used by it for any purpose other than purpose for which it was given, the providing Party may deny the recipient Party further access to the information for the period during which the non-observance or non-conforming use of information is continuing. The Parties will cooperate to resolve the providing Party's reasonable concerns so that information exchange can be resumed as soon as possible.
- 1.6 The Parties acknowledge that when information (including for the purposes of this clause any updated information) required to be provided under this Paragraph is stored in a database, the Party entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which the information is to be made available will be determined by the Parties, having regard to the reasonable cost, convenience and security concerns of the Parties.
- 1.7
  - (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring a Party at any time to disclose to the other Party information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to the third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Party holding the information must use its reasonable endeavours to obtain the consent of that third person.
  - (b) After the Access Agreement comes into force a Party must use its best endeavours not to enter into any contract which would prevent it from making relevant information available to the other Party unless the contract includes a term which permits the contracting Party to make the information available if directed to do so by the Commission.

**SECTION F: CONTENT OBLIGATIONS**

1.1 The Content Obligations referred to in this RAO are as follows:

- (a) Forecasting Obligations as described in Part I of this Section;
- (b) Ordering and Provisioning Obligations as described in Part II of this Section;
- (c) Point of Interface Procedures and Decommissioning Obligations described in Part III of this Section;
- (d) Network Change Obligations as described in Part IV of this Section;
- (e) Billing and Settlement Obligations as described in Part V of this Section;
- (f) Operation and Maintenance Obligations as described in Part VI of this Section;
- (g) Technical Obligations as described in Part VII of this Section;
- (h) Term, Suspension and Termination Obligations as described in Part VIII of this Section;
- (i) Legal Boilerplate Obligations as described in Part IX of this Section.

**PART I - FORECASTING OBLIGATIONS**

1. General

1.1 Part I of Section F sets out the forecasting procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.

1.2 Where relevant, the forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable.

2. Forecasting Requirements

2.1 As a result of special network management requirements, the Access Seeker is required to provide an eighteen (18) months' rolling forecast.

2.2 The Access Seeker shall meet the requirements of forecasting process that enables MYTV to plan for the expected needs of the Access Service(s) in order to fulfil the forecast.

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## **PART II - ORDERING AND PROVISIONING OBLIGATIONS**

### **1. General**

- 1.1 Part II of Section F sets out the ordering and provisioning procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.
- 1.2 Where relevant, the ordering and provisioning procedures obligations set out in Section 5.7 of the MSA Determination shall be applicable.

### **2. Ordering Procedures**

- 2.1 Subject to paragraph 2.2 the Access Seeker may place firm orders for DTBMS services from time to time with the quantity indicated in the first year forecast.
- 2.2 The Access Seeker shall ensure that the order contains enough information to enable MYTV to access and fulfil the order.
- 2.3 Indicative delivery times: The indicative delivery timeframe for DTBMS services is twenty (20) Business Days from the Notice of Acceptance or the confirmation of the order (as applicable) in accordance with subsection 5.7.14 of the MSA.
- 2.4 Where a delay in the delivery of an order is caused by the Access Seeker, the delivery date specified in the confirmed order or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by MYTV.

## **PART III - POINT OF INTERFACE (POI) PROCEDURES AND DECOMMISSIONING OBLIGATIONS**

### **1. General**

- 1.1 Part III of Section F sets out the point of interface procedures and decommissioning that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.
- 1.2 Where relevant the point of interface procedures set out in Section 5.8. of the MSA Determination shall be applicable.

### **1.3 Location of POI to the DTBMS System is at :**

Lines Room,  
Ground Floor, MYTV Broadcasting Sdn. Bhd.  
2271, Jalan Usahawan 2, Cyber 6,  
63000 Cyberjaya  
Selangor

- 1.4 Contribution feeds (i.e. Access Seeker's contents or applications) shall be delivered to the POI of DTBMS system as an input signal to DTBMS. Contribution Feed delivery may be delivered in the uncompressed SDI or Transport Stream format. **Regardless of the delivery format, contribution feed shall be in uncompressed SDI format before interfacing with point of interface of DTBMS.**

- 1.5 Access Seeker shall provide:
- (a) main and backup Contribution Feed of Broadcasting Channel signal to Compression Process point of interface, at the Location of Compression and Multiplexing Processes of DTBMS at its own costs;
  - (b) main and backup contribution feed and its physical and signal format are in accordance with the technical specification of DTBMS; and
  - (c) the Integrated Receiver Decoder (“IRD”) and its peripherals to decompress the contribution feed Transport Stream at MYTV’s Lines Room.
- 1.6 In reference to 1.5 (c) above, if Access Seeker chooses to use Transport Stream to deliver its Contribution Feed to MYTV Lines Room, these specifications shall apply:
- (a) A single SDTV contribution feed by the Access Seeker at bit rate no less than three (3) Mbps delivered to DTBMS input, through Integrated Receiver Decoder (IRD) supplied by Access Seeker. SDTV Transport Stream bit rate requirement of no less than 3 Mbps is inclusive of no more than a single pair of stereo (dual channel) and a single subtitling. SDTV Transport Stream shall be at bit rate higher than 3 Mbps, accordingly, should additional service is delivered in the contribution feed by the Access Seeker.
  - (b) A single HDTV contribution feed by the Access Seeker at bit rate no less than eight (8) Mbps delivered to DTBMS input, through Integrated Receiver Decoder (IRD) supplied by Access Seeker. SDTV Transport Stream bit rate requirement of no less than 8 Mbps is inclusive of no more than a single pair of stereo (dual channel) and a single subtitling. SDTV Transport Stream shall be at bit rate higher than 8 Mbps, accordingly, should additional service is delivered in the contribution feed by the Access Seeker.
- 1.7 Where relevant the decommissioning obligations set out in Section 5.9 of the MSA Determination shall be applicable.

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## **PART IV - NETWORK CHANGE OBLIGATIONS**

### **1. General**

1.1 Part IV of Section F sets out the network change procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.

1.2 Where relevant, the network change procedures obligations set out in Section 5.10 of the MSA Determination shall be applicable.

### **2. Network Change Procedures**

2.1 Each Party is responsible for the safety of its network and must take all reasonable and necessary steps to ensure that its Network:

(a) does not endanger the safety or health of the officers, employees, contractors, agents or Customers of the other Party; and

(b) does not damage, interfere with or cause any deterioration in the operation of the other Party's Network.

2.2 A Party must not modify, or take any action which would have the effect of modifying the operation of the Network of the other Party or take any action with respect to the other Party's Network without the other Party's permission.

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## **PART V - BILLING AND SETTLEMENT OBLIGATIONS**

- 1.1 Where relevant, the billing and settlement obligations set out in Section 5.11 and 6.12 of the MSA Determination shall be applicable.
- 1.2 The Access Seeker shall pay MYTV the charges for the relevant Services supplied by MYTV to the Access Seeker, as specified in this RAO.
- 1.3 The Parties shall bear and pay all taxes as required by Malaysian law that result from the implementation of this RAO.
- 1.4 All payments must:
  - (a) be paid on the due date unless otherwise agreed in writing by the Parties;
  - (b) be paid by electronic transfer to MYTV or exceptionally, by cheque to the nominated account(s) of MYTV if agreed by MYTV; and
  - (c) must be accompanied by such information as is reasonably required by MYTV to properly allocate payments received.
- 1.5 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts of any invoices to MYTV's right to suspend, disconnect, or terminate the relevant network facilities or network services due to non-payment of any sums due or payable to MYTV and shall not be subject to any deduction or set-off unless otherwise agreed in writing by MYTV.
- 1.6 (a) MYTV shall be entitled to revise the Security Sum in any of the following event:-
  - (i) at each subsequent anniversary from the Commencement Date;
  - (ii) upon the provisioning of new network services to the Access Seeker; or
  - (iii) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the due dates at least three (3) invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Clause 1.6 (a) (iii).
- (b) Where the Security Sum is revised pursuant to Clause 1.6 (a) above, the Access Seeker shall within ten (10) Business Days from the written request of MYTV, deposit the new Security Sum with MYTV.
- (c) Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account ("said accounts") and any interest secured thereon be held by MYTV in addition to the Security Sum. MYTV shall forward to the Access Seeker a statement of the said accounts annually.

- 1.7 (a) In the event MYTV elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, MYTV shall have the right to use the Security Sum (together with any interest thereon) to set off any outstanding sum due and payable to MYTV by the Access Seeker.
- (b) Subject to Clause 1.7 (a) above, upon expiry of the Access Agreement, the Security Sum deposited with MYTV or parts thereof, together with interest thereon, (if any) shall be returned and/or refunded to the Access Seeker.

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## **PART VI - OPERATION AND MAINTENANCE OBLIGATIONS**

### **1. General**

1.1 Part VI of Section F is applicable only in relation to the provision of Services listed in the MYTV RAO preface.

1.2 Where applicable, the Parties will:

- (a) Use their reasonable endeavours within four (4) weeks from the commencement date to negotiate, agree and document as soon as reasonably practicable the new or modified provisions of the Operations and Maintenance Manual and any other Manuals which the Parties deem necessary to establish pursuant to the Access Agreement;
- (b) Comply with the operational procedures and methods set out in the Manuals; and
- (c) Where such procedures and methods have not been agreed, negotiate operational procedures and methods, in relation to:
  - (1) the planning, ordering, provisioning and delivery of the relevant network facilities or network services;
  - (2) the management of the relevant network facilities or network services including:
    - (i) Quality of service indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that Service quality falls below the agreed indicator levels;
    - (ii) Network operations in the event of Network failure, congestion and blockage and ensuring that the Parties' Network are adequately protected from harm;
    - (iii) Test procedures and other technical and operational matters relating to the provision of network facilities or network services by MYTV to the Access Seeker;
    - (iv) The handling of Customer operations; and
    - (v) Such other matter as MYTV determines.

1.3 Where relevant, the content obligations set out in Section 5.5 to Section 5.16 of the MSA Determination shall be applicable and shall be documented in the relevant manuals.

### **2. Fault Reporting Service**

2.1 Each Operator shall be responsible for the operations and maintenance of its own facilities and services.

2.2 Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator relating to any Network, Facility and/or Service.

3. Rectification Target Times

3.1 SOC of DTBMS is a 24-7 proactive systems monitoring, management and control operations. SOC is also the single point of contact for all technical support for the Access Seeker, where SOC shall escalate the fault accordingly and record on findings during troubleshoot process.

3.2 MYTV technical support contact details are as per table below:

MYTV SOC Email	soc@mtvb.my
MYTV SOC Telephone Number	03-8313 6916

3.3 **Network fault responsibility:** The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services which are used in another Operator’s Network.

3.4 **Faults affecting other Networks or Equipment:** If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on the other another Operator’s Network, network facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:

- (a) the existence of the fault;
- (b) the actions being taken by the first mentioned Operator to rectify the identified faults and restore the service; and
- (c) the outcome of those actions.

3.5 **Bear own costs:** Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

3.6 **Fault rectification:** Each Operator shall rectify faults on a non-discriminatory basis.

3.7 Each Operator shall respond to and rectify faults within the lesser of timeframes set out in a relevant Service Specific Obligation. MYTV shall respond to and rectify identified faults of its Network, Facility and/or Service based on the maximum allowable time as defined in the table below:

<b>Service Item</b>	<b>Fault Rectification Timeframes</b>
<b>Service Operation Center</b>	<b>7 Days * 24 Hours</b>
Response Time from Notification	30 mins
Service Rectification Time (Fault Related)	24 hours - 7 days
Permanent Resolution (Non-Bug) from Notification	20 Business Days
Permanent Resolution Time (Bug)	90 Calendar Days
Access and Rectification at External Transmission Sites	Within 7 days after receiving notification.

- 3.8 **Complaints handling:** The Operators must report all access outages that relate to Networks, Services and/or Facilities to the Access Provider’s Service Operation Center.
- 3.9 **Routine testing:** The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.
4. Planned and Emergency Maintenance
- 4.1 MYTV may issue ten (10) Business Days’ notice to Access Seeker for the planned maintenance.
- 4.2 MYTV may interrupt the provision of the DTBMS when carrying out maintenance, replacement or repair of equipment used to provide the DTBMS and where possible MYTV shall notify the Access Seeker at least twenty-four (24) hours prior to the occurrence of such Service break by email to the Access Seeker’s Technical Contact as set out above.

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## **PART VII - TECHNICAL OBLIGATIONS**

- 1.1 **Compliance:** Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in this RAO.
- 1.2 **Prevention of technical harm:** An Operator must take reasonable measures to ensure that the interconnection and access does not cause physical or technical harm to the other Operator's Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.
- 1.3 **Technical Standards:** An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.
- 1.4 **No Interference:** An Operator must not do anything, or knowingly permit any third person to do anything, in relation to a Network, network facilities, network services or Equipment which:
  - (a) causes interference; or
  - (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.
- 1.5 **Notice of interference and rectification:** If an Operator (Notifying Operator) notifies another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:
  - (a) the other Operator shall rectify the situation as soon as possible and, in any case, so that no interference is caused within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or
  - (b) if the other Operator is not able to locate the source of the interference within twenty-four (24) hours under paragraph 2.13.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

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## **PART VIII - TERM, SUSPENSION AND TERMINATION OBLIGATIONS**

### **1.1 Term**

The Operators shall, unless otherwise required by the Access Seeker, enter into an Access Agreement with a term of no less than three (3) years from the date of execution of the Access Agreement.

### **1.2 Termination circumstances**

Subject to Clause 1.5, MYTV may terminate an Access Agreement or part thereof, without any liability to compensate the Access Seeker whatsoever, if any of the circumstances referred to in Clause 1.2 (a), 1.2 (b) or 1.2 (c) below apply and MYTV has notified the Access Seeker of its intention to terminate the Access Agreement:-

- (a) The Access Seeker has materially breached the Access Agreement and MYTV has notified the Access Seeker that it will terminate the said Agreement in no less than thirty (30) days if the Access Seeker has not remedied its breach by the end of that period; or
- (b) The Access Seeker is subject to a winding up order; or
- (c) A force majeure event has continued for a period of more than ninety (90) days.

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

### **1.3 Changes in law**

Where the continued operation of the Access Agreement or access to any Access Service(s) provided by MYTV is or will be unlawful (as a result of a legislative change), the Access Seeker and MYTV shall meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may be provided by MYTV on different terms and conditions (which are acceptable to the Access Seeker). If the parties cannot agree to the provision of access on different term and conditions, or failing which, MYTV may terminate the provision of access to the relevant Access Service(s).

### **1.4 Suspension circumstances**

Subject to Section 1.5, MYTV may only suspend access to any Access Service(s) in the following circumstances:

- (a) The Access Seeker's Facilities materially and adversely affect the normal operation of MYTV's Network or are a threat to any person's safety;
- (b) The Access Seeker's Facilities cause material physical or technical harm to any Facilities of MYTV or any other person;
- (c) Where the Access Seeker has failed to pay invoices in accordance with Section 5.11 of the MSA Determination;

- (d) Where force majeure provision applies; or
- (e) The Access Seeker breaches any laws, regulations, rules, or standards which has a material adverse effect on MYTV or the provision by MYTV of Access Service(s) under the Access Agreement.

For the purposes of this Clause 1.4, MYTV must provide Access Seeker five (5) Business Days' notice in writing, including written reasons, prior to suspending access to any Access Services(s).

#### 1.5 Undertakings

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

#### 1.6 Post-termination fees

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

- (a) Charges invoiced in arrears and not yet paid; or
- (b) Compensation for the remaining unexpired period.

#### 1.7 Upfront charges refund

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

#### 1.8 Deposits and guarantees

Notwithstanding the obligation in Clause 1.7, MYTV shall:

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

**PART IX - LEGAL BOILERPLATE OBLIGATIONS**

1. General

- 1.1 Part IX of Section F sets out the legal boilerplate procedures that may be applicable as set out in Section 5.16 Legal Boilerplate Obligations of MSA Determination with exception to Section 5.16.3 and 5.16.9. The cost of stamping of the Access Agreement shall be borne by Access Seeker.

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## **SECTION G: SERVICE SPECIFIC OBLIGATIONS**

### **I. PRODUCT MODULES**

1. Digital Terrestrial Broadcasting Multiplexing Service (“DTBMS”) consist of the following services:
  - 1.1 Standard Definition Television Channel (“SD”);
  - 1.2 High Definition Television Channel (“HD”); and
  - 1.3 Digital Radio Channel (“Radio”).
2. Generally, the terms and conditions which are applicable to the DTBMS are as follows:
  - 2.1 Standard Definition Television Channel
    - (a) Standard Definition Television Channel is a television broadcasting channel delivered over DTBMS with a standard bit rate allocation of 2 Mbps inclusive of single pair of stereo (dual channel) of associated audio, single subtitling language and single interactive service signalling, without conditional access information.
    - (b) The configuration and parameter of SD Channel can be any or combination of the following specification:
      - MPEG-4 AVC H.264 encoding with video resolution of 576i/25, Frame Rate of 25Hz @Field Rate of 50Hz;
      - Interlaced and aspect ratio of 4:3;
      - Audio encoding with HE-AAC v2 stereo audio coding;
      - Input interface physical connection : BNC; and
      - Input signal format : SDI.
  - 2.2 High Definition Television Channel
    - (a) High Definition Television Channel is a television broadcasting channel delivered over DTBMS with a standard bit rate allocation of 4 Mbps inclusive of single pair of stereo (dual channel) of associated audio, single subtitling language and single interactive service signalling, without conditional access information.
    - (b) The configuration and parameter of HD Channel can be any or combination of the following specification:
      - MPEG-4 AVC H.264 encoding with video resolution of 1080i/25, Frame Rate of 25Hz @Field Rate of 50Hz;

- Interlaced or video resolution of 720p/50, Frame Rate of 50Hz @Field Rate of 50Hz, Progressive, and Aspect Ratio of 16:9;
- (Optional) Audio encoding with E-AC-3 streams (including AC-3) up to 5.1 multi-channel coding or MPEG-4 HE-AAC level 4 (including AAC-LC) up to 5.1 multi-channel coding;
- Input interface physical connection : BNC; and
- Input signal format : SDI.

### 2.3 Digital Radio Channel

- (a) Radio broadcasting channel delivered over DTBMS with a standard bit rate allocation of 50 kbps for a single pair of stereo (dual channel) audio.
  - (b) The configuration and parameter of Radio Channel can be any or combination of the following specification:
    - Audio encoding HE-AAC v2 coding;
    - Input interface physical connection : BNC; and
    - Input signal format : SDI.
3. MYTV shall only apply conditional access to an Access Seeker's transport stream if specifically requested to do so by Access Seeker.

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## II. CHARGES AND CHARGING PRINCIPLES

1. The charges for DTBMS Services will be based on the following formula:

**DTBMS Channel = Channel charge (per channel) + Bandwidth charge per Mbps**  
(referring to the following table)

Description	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
Channel charge (per channel)	6.1 million	7.4 million	6.8 million
Bandwidth charge (per Mbps)	332,000	390,000	293,000

DTBMS channels rates:

High Definition Television Channel (Mbps)	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
4	7,428,000	8,960,000	7,972,000

Standard Definition Television Channel (Mbps)	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
2	6,764,000	8,180,000	7,386,000

Digital Radio Channel (Mbps)	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
0.05	6,116,600	7,419,500	6,814,650

**Note:** The charges for DTBMS Services shall exclude additional and/or other charges which may be prescribed by MYTV.

2. Additional charges for DTBMS are as follows:

**Additional Charges = One-time charges + Recurring charges**

One-time charges
Description
Activation fee (linear services): <ul style="list-style-type: none"> <li>(a) Standard Definition Television Channel:                             <ul style="list-style-type: none"> <li>(i) Audio transport transmission system (per channel)</li> <li>(ii) Channel activation (per channel)</li> </ul> </li> <li>(b) High Definition Television Channel:                             <ul style="list-style-type: none"> <li>(i) Audio transport transmission system (per channel)</li> <li>(ii) Channel activation (per channel)</li> </ul> </li> <li>(c) Digital Radio Channel:                             <ul style="list-style-type: none"> <li>(i) Audio transport transmission system (per channel)</li> <li>(ii) Channel activation (per channel)</li> </ul> </li> </ul>

Activation fee:

- (a) Additional subtitling
- (b) Surround channel

Activation fee (non-linear services):

- (a) Application delivery over DTT
- (b) Red button
- (c) Rich EPG

**Recurring charges**

**Description**

Additional DTT service fee:

- (a) Rich EPG
- (b) Additional subtitling
- (c) Additional Audio stream (stereo)
- (d) Surround Audio (Dolby Digital plus or E-AC3)
- (e) Audience Research Measurement

Application fee (non-linear services):

- (a) Red button

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**SECTION H: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**This Confidentiality and Non-Disclosure Agreement** (“Agreement”) is made on \_\_\_\_ day of \_\_\_\_\_ (“Effective Date”) between:

**MYTV Broadcasting Sdn. Bhd. (Company No. 897549-X)**, a corporation whose principal place of business is at 2271, Jalan Usahawan 2, Cyber 6, 63000 Cyberjaya, Selangor (“**MYTV**”) of one part;

and

**XXXX (Company No: XXX-X)**, a corporation whose place of business is at ..... (“**The Company**”) of the other part.

(MYTV and The Company shall collectively be referred to as the “**Parties**” and individually as the “**Party**”)

**WHEREAS:**

- (A) The Parties wish to disclose certain Confidential Information (as defined in Clause 1) to each other for the purpose of conducting a consumer survey to collect data and information from the recipients of MYTV’s Set Top Boxes (“STBs”) as to understand and measure their receptiveness and feedback on the usage of STBs and related matters (“Purpose”), and this will necessitate the sharing of confidential and/or proprietary information.
- (B) Each of the Parties wish to protect its position in relation to the Confidential Information so disclosed in relation to the Purpose, whether such Confidential Information is disclosed visually, orally, or in the form of photographs, drawings, pictorial, electronic or in other written material, machine readable data and human readable form, software or hardware together with any analysis, compilations, studies, presentation or other documents prepared by either of the Party in relation to the Confidential Information or derived from or pursuant to discussions with any of its affiliates or the officers, employees, agents, advisers, consultants or representatives thereof in relation to the Confidential Information.

**NOW THEREFORE**, in consideration of these premises, the Parties hereto agree as follows:

- 1. In this Agreement unless the context otherwise require the following expressions shall have the meanings respectively set out below:

“**Affiliate**” of a Party means in relation to that Party (i) any entity under the Control of such Party; (ii) any entity Controlling such Party; and (iii) any other entity under the Control of a Controlling entity under the preceding paragraph (ii). “Control” or “Controlling” means the owning of fifty percent (50%) or more of the equity interest or any other type of ownership by one Party in another incorporated entity.

“**Confidential Information**” shall include but not be limited to:

- a) information, knowledge or data relating to sales, commercial matters, products and their price, financial or marketing plans and information, or information of an intellectual or non-technical form including intellectual property or technical nature such as technical data, sketches, models, inventions, know-how, processes, apparatus, equipment, business plans, financial simulations,

information concerning employees, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, drawings, photographs, cinematographic works, charts, diagrams, specifications, standards, manuals, reports, formulae, algorithms, processes and trade secrets derived from the Confidential Information or other information in which the Disclosing Party has a business, proprietary or ownership interest or legal duty to protect and which is not yet in the public domain including any information which is either clearly marked as 'Confidential' or unmarked, on which the Disclosing Party has included information which is confidential, or information relating in any way to the Purpose;

- b) information of whatever nature relating to the business of the Company obtained by observation during visits (if any) to its premises; and
- c) information relating to "Personal Data" in accordance with Personal Data Protection Act 2010.

**"Disclosing Party"** means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of the Party), who provides, discloses or supplies Confidential Information to the Receiving Party.

**"Receiving Party"** means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of that Party), who receives Confidential Information from the Disclosing Party.

- 2. All Confidential Information to be disclosed orally shall be made in a positive manner in an appropriate forum prior to its disclosure and must be confirmed in writing within fourteen (14) days of the oral disclosure by the Disclosing Party to the Receiving Party during which time such Confidential Information disclosed orally shall be similarly protected.
- 3. In respect of all Confidential Information disclosed, the Receiving Party undertakes, subject to Clause 4 below:
  - i. to keep such Confidential Information in strict confidence, and not to use the Confidential Information otherwise than for the purposes of the Purpose;
  - ii. only to disclose the Confidential Information to such of its or its Affiliates' officers, employees, agents, advisers, consultants or representatives as on a genuinely "need to know" basis only for the purposes of this Agreement, and then only on the understanding that they agree to be similarly bound by the provisions of this Agreement. The Receiving Party shall procure such of its officers, employees, agents, advisers, consultants or representatives to comply with the terms hereof. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its officers, employees, agents, advisers, consultants or representatives and shall take all measures to restrain such officers, employees, agents, advisers, consultants or representatives from prohibited or unauthorized disclosure or use of the Confidential Information;
  - iii. not to disclose the Confidential Information to any person or entity not explicitly named in this Agreement, particulars of the Parties that have exchanged the Confidential Information, discussions and negotiations which are taking place concerning the Purpose between the Parties, any of the terms, conditions or other facts with respect to the Purpose including the status thereof, without prior written consent of the Disclosing Party;
  - iv. to maintain and protect the Confidential Information so disclosed with the same degree of care and control as used to keep confidential its own Confidential Information. The Receiving Party shall restrict access to the Confidential Information so as to prevent its unauthorized use,

disclosure or reproduction and shall maintain reasonable procedures to prevent loss of any Confidential Information;

- v. not to use or cause to be used any Confidential Information in the course or pursuit of any other business relationship or otherwise with any person or entity which is acting or may act in business competition with the Disclosing Party or to secure a competitive advantage over the Disclosing Party or cause, suffer or permit to be done any of the foregoing acts; and
- vi. to return to the Disclosing Party on demand or expiry or termination of this Agreement all Confidential Information including all copies thereof, and to destroy or to certify its destruction all notes and any other written reports of documents which may have been made by the Receiving Party and which contain any part of the Confidential Information, except as authorised in writing by the Disclosing Party.

4. The obligations in Clause 3 above shall not apply to any Confidential Information which:

- i. the Receiving Party can show that the Confidential Information was already in or came into the public domain prior to the date of this Agreement or thereafter becomes publicly available without any violation of this Agreement or otherwise than by a breach of this Agreement;
- ii. the Receiving Party can show that the Confidential Information was already in its possession free of any restriction as to non-disclosure, prior to, at or subsequent to the time of receipt from the Disclosing Party or becomes available to a Party from a person, other than the other Party and its representatives, who is not, to the best of such Party's knowledge subject to any legally binding obligation to keep such information confidential;
- iii. the Receiving Party can prove that the Confidential Information has been independently developed or generated independently without access to or use of or reference to any Confidential Information disclosed under this Agreement;
- iv. is disclosed by the Receiving Party to satisfy a requirement of, or demand by, a competent court of law or governmental or regulatory body made pursuant to law or to satisfy the requirements of any stock exchange upon which shares of the parties are listed, provided, however, to the extent permissible under the laws and regulations, that the Receiving Party shall notify and consult the Disclosing Party as to the form, nature and purpose of the disclosure to enable it to seek a protective order or otherwise prevent such disclosure.

5. This Agreement shall not be construed as granting expressly or by implication at any time, any transfer, assignment, license on any other rights in respect of any licence, patent, copyright, trademarks or other intellectual property right in force and belonging to the Disclosing Party, which rights shall remain vested in, and the absolute property of the Disclosing Party.

6. The property in all Confidential Information disclosed under this Agreement including all copies thereof shall, subject to any right of any other owner, rest with the Disclosing Party. Should either Party be subject to re-organisation, merger, takeover or the like, its successor in law shall be bound by the conditions hereof as if they were the original party hereto.

7. In the event that the Receiving Party is obligated to disclose any Confidential Information as a result of any applicable law, rule or regulation or a court order or pursuant to governmental action, the Receiving Party shall immediately inform (or where Immediate notice is not possible, as soon as practicable thereafter) the Disclosing Party so that the Disclosing Party is given an opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful, the Receiving Party so obligated to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental action.

8. The Receiving Party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The Receiving Party acknowledges that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the Disclosing Party.
9. Neither Party shall advertise or publicly announce that it has entered into this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, nor shall either Party make any public announcement regarding the Purpose or use the other Party's name for promotional or marketing purposes.
10. If any provision of this Agreement is held to be invalid, illegal or unenforceable then such provision shall be automatically modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall be regarded as fully valid and enforceable unless otherwise proved.
11. The Disclosing Party makes no warranties regarding the accuracy of such Confidential Information. The Disclosing Party accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Receiving Party as a result of the receipt of the Confidential Information. It is further understood by the Receiving Party that the Disclosing Party does not warrant or represent that it will introduce any product or service to which the Confidential Information disclosed herein is related.
12. This Agreement shall be effective upon its execution, and shall, unless terminated by either Party providing one (1) month's written notice of termination to the other Party, continue for a period of two (2) years from the date of this Agreement ("**Term**"), provided however that the obligations undertaken herein with respect to Confidential Information received prior to the termination of this Agreement shall survive and continue for a period of two (2) years after any expiration or termination of this Agreement OR upon the execution of the subsequence/definitive agreement to the Purpose, whichever is the earlier, which shall incorporate confidentiality provisions on similar form and content as herein contained.
13. The Parties hereto acknowledge that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to either Party for which there will be no adequate remedy at law, and the affected Party shall be entitled to injunctive relief and/or decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
14. All notices, demands or other communications under this Agreement must be given or made in writing, and must be delivered personally, by overnight courier, by A.R. registered mail or sent by fax or email transmission, with electronic confirmation of receipt, as follows:

If to:  
 MYTV Broadcasting Sdn. Bhd.  
 2271, Jalan Usahawan 2,  
 Cyber 6,  
 63000 Cyberjaya,  
 Selangor  
 Telephone: 03-8313 8606  
 Attention: Chief Executive Officer

If to:  
 The Company  
  
 Telephone: XXXXX  
 Attention: YYYYY

or at such address or to such fax number as may be designated by notice from such Party.

15. This Agreement and the rights and obligations hereunder are personal to the parties and may not be assigned or otherwise transferred, in whole or in part, without prior written consent of both parties.

- 16. Each Party shall bear its own costs and expenses incurred in connection with the Purpose and this Agreement.
- 17. The construction, validity and performance of this Agreement shall be governed by Malaysian law, and the Parties hereto submit to the exclusive jurisdiction of the Malaysian courts.
- 18. Each Party's Confidential Information shall be held in strict confidence by the other Party, using no lesser security measures and degree of care as it uses to protect its own Confidential Information. In any event, the security measures and the degree of care it uses shall, as a minimum, comply with the standards imposed by the applicable laws including the Personal Data Protection Act 2010. The Receiving Party shall further ensure that the Confidential Information is secured from unauthorized access from internal and external parties and that all Confidential Information used, stored and/or processed shall be free from virus, malware or other malicious codes.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized officers the day and date first before written.

Signed for and on behalf of  
**MYTV BROADCASTING SDN. BHD.**  
**(Company No. 897549-X)**

in the presence of:

.....  
 Name:

Designation:

NRIC No:

Signed for and on behalf of  
**XXXX**  
**(Company No. XXX-X)**

in the presence of:

.....  
 Name:

Designation:

NRIC No:

.....  
 Name:

Designation:

NRIC No.:

.....  
 Name:

Designation:

NRIC No.:

## SECTION I: Application Form

# Digital Terrestrial Television Malaysia Access Seeker Application Form

As iterated in the RAO document, an Access Seeker that wishes to obtain access to any Service from MYTV Broadcasting Sdn. Bhd. must submit an Access Request to MYTV. The Access Request shall contain the following information;

- (a) the name and contact details of the Access Seeker;
- (b) the Services in respect of which Access is sought;
- (c) preliminary information regarding the scale and scope of Services that the Access Seeker expects to acquire from MYTV pursuant to the Access Request;
- (d) relevant technical information relating to the interface Standards of the Access Seeker;
- (e) creditworthiness information in accordance with MYTV's requirements;
- (f) assessed security (or, if applicable, confirmation of security provided) in accordance with MYTV's requirements;
- (g) insurance information in accordance with MYTV's requirement;
- (h) bank guarantee information for security sum (12 months of service fee per channel); and
- (i) such other information as MYTV may reasonably request for the sole purpose of providing access to the requested Services.

### Declaration

We hereby declare that all information provided in this application is true and agree that MYTV Broadcasting Sdn Bhd reserves the right to review this application at its sole discretion.

We confirm that we are not in any breach of any confidentiality in providing the information herein. We also have no objection for MYTV Broadcasting Sdn Bhd to cross-reference to a third party, visit or audit our premises and facilities. We will extend our assistance towards this exercise. We also fully understand that nothing in this proposal is intended to constitute an agency, partnership or joint venture between the parties.

This registration shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business. The requestor shall ensure that there are no pending or overtly threatened actions, claims, orders, decrees, investigations, suits or proceedings by or before any governmental authority, arbitrator, court or administrative agency which would have a Material Adverse Effect, which might result in any impairment of the right or ability of the requestor to enter into or perform his obligations under this Agreement.

### Personal Data Protection Act 2010

- (i) Personal Data of the Customer and/or third party
  - a) Subject to the terms and conditions of this Agreement, where the "interested consultant/vendor/contractor" receives or process any personal data (as defined by Personal Data Protection Act 2010) ("PDPA") from any party on behalf of MYTV Broadcasting Sdn Bhd arising from the performance of this Agreement, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the data to fulfill its obligations under the Agreement.
  - b) Without prejudice to any other "interested consultant/vendor/contractor" obligation to indemnify MYTV Broadcasting Sdn Bhd under this Agreement, the "interested consultant/vendor/contractor" shall indemnify MYTV Broadcasting Sdn Bhd for any breach of the PDPA which renders the latter for any costs, claims or expenses.
  - c) In fulfillment of its obligations under the PDPA, the "interested consultant/vendor/contractor" shall have a system in place to ensure:
    - i) full compliance with the PDPA; in particular the principles of the PDPA which deals with the security of personal data;
    - ii) the reliability of all its employees who may be involved in receiving and processing the personal data
  - d) The "Interested consultant/vendor/contractor" shall take reasonable steps to ensure that all of its partners, shareholders, directors, employees, contractors and agents comply with this Clause where they are receiving and processing any personal data on behalf of MYTV Broadcasting Sdn Bhd during its performance of this Agreement.

- e) The “Interested consultant/vendor/contractor” shall allow MYTV Broadcasting Sdn Bhd reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the PDPA as a whole.
  - f) Immediately following termination or expiry of this Agreement, MYTV Broadcasting Sdn Bhd partners are obliged to comply and perform its obligations under this Agreement in respect of all personal data in its possession or control.
- (ii) “Interested Broadcaster/Vendor/Contractor” Personal Data
- a) The “Interested broadcaster/vendor/contractor” agrees and understands that by providing its personal data and entering into this Agreement, the “interested broadcaster /vendor/contractor” acknowledges that the “interested broadcaster /vendor/contractor” has given MYTV Broadcasting Sdn Bhd its consent to collect, record, hold, store, use and disclose its personal information for purposes which are necessary or related to this Agreement by MYTV Broadcasting Sdn Bhd according to the PDPA and MYTV Broadcasting Sdn Bhd’s Privacy Statement.

**TYPE OF INCORPORATION**

Sole Proprietor

Private Limited

Limited

Date of Incorporation: \_\_\_\_\_

Place of Incorporation: \_\_\_\_\_

Company Registration No.: \_\_\_\_\_

Year of Registration: \_\_\_\_\_

**FINANCIAL INFORMATION**

Please attach copies of the following documents:

- (i) 3 years audited accounts;
- (ii) Latest management account; and
- (iii) 3 months bank statements.

**FINANCIAL FACILITIES**

Type	Institution	Value (RM)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BANK ACCOUNT**

Bank	Branch	Account No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CORPORATE STRUCTURE**

**BOARD OF DIRECTORS**

NAME	PASSPORT / I.C NO.	NATIONALITY	DESIGNATION	% OF SHAREHOLDING

**NUMBER OF PERMANENT STAFF**

MANAGEMENT	EXECUTIVE		NON-EXECUTIVE		TOTAL
	Technical	Non-Technical	Technical	Non-Technical	

**CERTIFICATION**

Please attach copies of the following documents:

- I. A company profile together with an application fee of RM100.00 per application (non-refundable)
- II. Form 9 – Registration with Suruhanjaya Syarikat Malaysia
- III. Form 24 – Return of Allotment of Shares
- IV. Form 49 – Return giving particulars in register of Directors, Managers and Secretaries and changes of particulars



# Digital Terrestrial Television Malaysia Service Summary

<b>Company Name</b>			<b>Company Reg. No:</b>	
<b>Company Address</b>			<b>CASP License Number:</b>	
<b>Account Manager</b>				
<b>Service Name</b>			<b>Logical Channel Number (LCN):</b>	
<b>Video Service</b>	<b>HD</b>		<b>Number of audio pair</b>	
	<b>SD</b>		<b>Number of Subtitles</b>	
<b>Genre</b>			<b>Radio Service</b>	
<b>Service Activation Date:</b>			<b>Interactive Signalling</b>	<b>YES</b> <b>NO</b>
<b>Additional remarks (if any);</b>				
<b>Requested by:</b>			<b>Received by (Operator):</b>	
_____			_____	
<b>Name:</b>			<b>Name:</b>	
<b>Designation:</b>			<b>Designation:</b>	
<b>Company:</b>			<b>Company:</b>	
<b>Date:</b>			<b>Date:</b>	