



Reference Interconnection Offer

REPUBLIC OF THE UNION OF MYANMAR

Myanma Posts and Telecommunications

Nay Pyi Taw

Reference Interconnection Offer

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PART 1 – BACKGROUND AND ACCEPTANCE PROCEDURES

1. BACKGROUND

- 1.1 This Reference Interconnection Offer (RIO) is published by Myanma Posts and Telecommunications (MPT) pursuant to Section 18(h) of the Interconnection and Access Rules issued by the MCIT on [*insert date of issuance of rules*] under the Telecommunications Law of the Republic of the Union of Myanmar.
- 1.2 MPT is the main telecommunications operator in the Republic of the Union of Myanmar, and owns most of the existing Telecommunications Network infrastructure in Myanmar. MPT currently owns and operates a fixed network, several mobile networks, a long distance transmission backbone, satellite earth stations and international gateway in Myanmar.
- 1.3 In light of the liberalisation of the telecommunications market in Myanmar, MPT's RIO will facilitate one or more other Public Mobile Telecommunications Operators in their plans to Interconnect with some of the Facilities currently owned by MPT.
- 1.4 The information contained, or referred to, in this RIO has been prepared in good faith on the basis of currently available data. However, the Requesting Licensee is expected and encouraged to conduct its own financial, economic and commercial due diligence and to rely on its own legal and regulatory advice in respect of all matters arising under this RIO.
- 1.5 MPT understands the need for the provision of equal access and number portability, but is, due to the lack of technical requisites for these services, not presently able to offer such services. Once MPT's network has been updated, expected in approximately 2 years, a further schedule concerning Equal Access and Number Portability will be added to the Scope of Services.

2. STRUCTURE OF DOCUMENT

- 2.1 This RIO is divided into two parts. The first part of this RIO provides a brief introduction and overview of MPT and its RIO and outlines the procedures that MPT and a Requesting Licensee shall follow to enter into a RIO Agreement. The second part of this RIO set outs the terms and conditions on which MPT shall provide Services to a Requesting Licensee, and which MPT expects a Requesting Licence to provide Services to MPT.
- 2.2 Standards used in this document will be (in following order of priority):

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- (a) any legal requirements
- (b) ITU-T recommendations
- (c) ETSI standards
- (d) National standards
- (e) Any other international standards.

3. DEFINITIONS

- 3.1 In this RIO, except when otherwise specified, words and expressions have the meanings as set out in section 1 of Part 2, and this RIO is to be construed in accordance with those definitions.

4. SCOPE

- 4.1 This RIO sets out the terms and conditions on which MPT, as a services/Facilities provider, is prepared to provide Services to the Requesting Licensee, and on which MPT expects to receive Services from the Requesting Licensee. This RIO lists and describes the individual Services that MPT is willing to provide to the Requesting Licensee, and that MPT expects to receive from the Requesting Licensee on equal terms and conditions. This RIO also lays out the specific charges for each Service.

5. CHARGING PRINCIPLES

- 5.1 Charges shall be cost-oriented and set to allow MPT to recover its costs of providing the Service together with a reasonable return on its capital employed.
- 5.2 In the short term, with the objective of having this RIO in place as soon as possible for the new entrants, and whenever sufficiently detailed information on local cost inputs to carry out a forward-looking cost analysis are absent, benchmarking approaches have been used to set Charges. Charges have been established on the basis of reasonable assumptions, partly based on comparison with Charges applied in similar markets and contexts and making the necessary adjustments needed to reflect differences between jurisdictions whenever sufficient local cost information were not available. Despite insufficient cost information, rates shall be cost-oriented and set to allow MPT to recover its costs of providing the service together with a reasonable return on its capital employed.
- 5.3 The Charges have been set to not discriminate in a way which reduces efficient competition, to not be predatory and to not be inflated to reduce competition in dependent markets.
- 5.4 For each Service offered by MPT, Charges are structured as follows:
- (a) one-off charges for the establishment and implementation of the physical Interconnection;

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- (b) recurring charges for the use of Telecommunications networks and resources; and
- (c) variable charges for Telecommunication Services and supplementary Services.

6. EFFECTIVE DATE OF RIO

- 6.1 This RIO comes into force and takes effect immediately from the Approval Date and continues until the earlier of:
- (a) the Approval Date for any amended RIO that has been approved by the Regulator, in which case such amended RIO shall replace this RIO and have effect from the Approval Date or on a date as otherwise directed by the Regulator; or
 - (b) the withdrawal of the RIO in accordance with terms and conditions set out in the RIO.
- 6.2 MPT may amend this RIO from time to time with the approval or at the direction of the Regulator. If MPT intends to propose an amendment to this RIO that would affect the Requesting Licensee, MPT must first consult with the Requesting Licensee and must provide the Requesting Licensee with a copy of the proposed amendment at least twenty (20) days prior to submitting the amendment to the Regulator. Any amendments made to this RIO that the Regulator may direct or approve will automatically form part of any existing RIO Agreement.
- 6.3 If the Regulator revokes, varies or replaces the regulations governing the provision of Interconnection, MPT may, by giving written notice to the Requesting Licensee to whom it is providing Interconnection under its RIO, withdraw or replace its RIO with effect from a date no earlier than the effective date of the Regulator's revocation.

7. ELIGIBILITY FOR INTERCONNECTION

- 7.1 A Requesting Licensee may only request for Interconnection under this RIO if the Requesting Licensee has been previously granted by the Regulator:
- (a) A Network Facilities Service (Individual) Licence;
 - (b) A Network Facilities Service (Class) Licence; or
 - (c) A Network Service Licence.
- 7.2 A Requesting Licensee may not request for Interconnection if the requested Interconnection is to be used in connection with an activity or activities which the Requesting Licensee is not licensed to provide.

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8. APPLICATION FOR INTERCONNECTION

8.1 As a first step, the Requesting Licensee must submit an Interconnection Request to MPT. The purpose of the Interconnection Request is to provide MPT with sufficient information to assess the Requesting Licensee's request for the provision of Interconnection under this RIO.

8.2 The Interconnection Request must:

- (a) Contain the name of the Requesting Licensee;
- (b) Contain the contact details of an Authorised Representative and Back-up Representative of the Requesting Licensee;
- (c) Specify the Interconnection that is being requested (including whether Interconnection by way of In-Span Interconnection under Schedule 1A, Customer-Sited Interconnection under Schedule 1B or Co-location for Point of Interconnection under Schedule 1C is being requested);
- (d) Contain the information as specified under the schedule of Service (if any);
- (e) Contain the information (if any) that the Requesting Licensee reasonably requires MPT to provide for the purposes of setting up Interconnection;
- (f) Contain two (2) copies of the Non-Disclosure Agreement signed by the Requesting Licensee in the form prescribed by MPT in Annex A – Non-Disclosure Agreement;
- (g) Specify forecasts of the capacity the Requesting Licensee requires (forecasted on a reasonable basis), taking into account MPT's disclosed provisioning cycle and forecasting as described herein;
- (h) Provide relevant information regarding the Requesting Licensee's network and the functionality of its services, to the extent that the Requesting Licensee is aware that such information may affect MPT's network;
- (i) Specify the type of Licences held by the Requesting Licensee related to the provision of telecommunications products and services;
- (j) Contain Creditworthiness Information as set out in section 9 of this Part 1;

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- (k) Contain relevant technical information relating to the interface standards of the Requesting Licensee; and
- (l) Contain any other information that MPT may reasonably request.

9. CREDITWORTHINESS INFORMATION

9.1 The Creditworthiness Information required to accompany the Requesting Licensee's Interconnection Request must include but shall not be limited to:

- (a) A letter stating that the Requesting Licensee is not insolvent and is not under any external administration or under any similar form of administration under any laws applicable to its jurisdiction, with the letter signed by the executive director of the Requesting Licensee;
- (b) Any other information that may be reasonably requested by MPT provided the requested information is publicly available.

10. PROCESSING OF INTERCONNECTION REQUEST

10.1 MPT shall acknowledge the receipt of the Requesting Licensee's Interconnection Request by informing the Requesting Licensee in writing that it has received the Interconnection Request. Thereafter, MPT may do any or all of the following:

- (a) Request for additional information from the Requesting Licensee in ten (10) Business Days if there is a need for further information, prior to considering the Interconnection Request;
- (b) Request for a joint site survey if necessary;
- (c) Indicate if it is accepting the Interconnection Request and if it is willing to provide the requested Interconnection, or if it is rejecting the Interconnection Request;
- (d) If MPT is willing to provide the requested Interconnection, MPT must, together with its notice of acceptance, indicate any non-refundable processing fees payable by the Requesting Licensee to MPT prior to the execution of the Interconnection Agreement;
- (e) Proceed to the next step as indicated in the individual Schedule.

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11. ASSESSMENT OF INTERCONNECTION REQUEST

11.1 MPT may refuse to accept an Interconnection Request for the provision of Interconnection, and accordingly may refuse to provide that Interconnection to the Requesting Licensee only if:

- (a) the Requesting Licensee does not hold a Network Facilities Service (Individual) Licence, a Network Facilities Service (Class) Licence or a Network Service Licence issued by the Regulator;
- (b) the Interconnection requested by the Requesting Licensee is not a Service detailed in the Schedules of this RIO;
- (c) the Interconnection that the Requesting Licensee is requesting is outside of the scope of the services that are required to be provided to the Requesting Licensee by MPT;
- (d) the Requesting Licensee's Interconnection Request does not include the information required under section 8 of this Part 1;
- (e) MPT is already supplying the Interconnection which is the subject of the Interconnection Request to the Requesting Licensee pursuant to an existing agreement and the Requesting Licensee has not notified MPT of its intention to terminate the provision of Interconnection under that existing agreement;
- (f) MPT is or has been granted an exemption by the Regulator from the supply of the requested Interconnection to the Requesting Licensee or generally; or
- (g) it is not technically feasible for MPT to provide the requested Interconnection.

11.2 MPT may apply to the Regulator for an exemption from providing Interconnection to the Requesting Licensee at any time. Subject to MPT obtaining the Regulator's prior written approval, the operation of this RIO in respect of the Requesting Licensee's Interconnection Request will be suspended for such time as the exemption process takes to operate.

12. NOTIFICATION OF REJECTION TO THE REQUESTING LICENSEE

12.1 If MPT decides to reject the Interconnection Request by the Requesting Licensee, MPT shall:

- (a) Notify the Requesting Licensee and the Regulator in writing;
- (b) Provide the reasons for rejection of the Interconnection Request;
- (c) Indicate a date and time, within ten (10) Business Days after the date of MPT's notification under paragraph (a) above, at which representatives of MPT will be available to meet with representatives of the Requesting Licensee if necessary. The meeting's agenda will be to allow both Parties to discuss the rejection of the Interconnection Request and possibly arrive at a resolution between both Parties, or the making of recommendations by MPT to the Requesting Licensee to amend its Interconnection Request in order to improve the possibility of acceptance.

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13. ACCEPTANCE OF INTERCONNECTION REQUEST

13.1 If MPT decides to accept the Interconnection Request by the Requesting Licensee, MPT shall:

- (a) Notify the Requesting Licensee in writing
- (b) Provide the Requesting Licensee with two copies of the RIO Agreement, which includes the Charges for the requested Service/Facility and the relevant Schedules for the type of Interconnection requested, for execution by the Requesting Licensee.

13.2 MPT will not be taken to have agreed to provide the requested Interconnection, and the Requesting Licensee will not be taken to have agreed to receive the requested Interconnection until:

- (a) a RIO Agreement is executed between MPT and the Requesting Licensee; and
- (b) the RIO Agreement is approved by the Regulator.

14. CONTACT FOR CLARIFICATION

14.1 For queries and further clarification relating to this RIO, the Requesting Licensee may contact MPT at the following:

MYANMA POSTS AND TELECOMMUNICATIONS

XXX Department

XXX Township

Yangon, Myanmar

Postal Code XXXXXX

Telephone: +95-XXXX

Fax: +95-XXX

15. SCOPE OF SERVICES

15.1 MPT will offer under this RIO the following Services to the Requesting Licensee, and expects that the Requesting Licensee shall provide the Services described in Schedule 1A, Schedule 1B, Schedule 1C and Schedule 2 to MPT, subject to the charges, terms and conditions set out in the corresponding schedule. Where there is any inconsistency between the terms and conditions stated in an individual Schedule and in the main body of this RIO, the terms and conditions in the main body of this RIO shall prevail.

Schedule	Interconnection Service
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1A	In-Span Interconnection
1B	Customer-Sited Interconnection
1C	Co-location for Point of Interconnection
2	Mobile Services (Voice, SMS)
3	Fixed Voice Termination
4	Emergency and Special Call



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PART 2 – RIO AGREEMENT

Date:

Parties: Myanmar Posts and Telecommunications (**MPT**), and its successors and assigns; and

[Requesting Licensee's details]

(collectively referred to as the **Parties** and each individually as a **Party**).

RECITALS:

- a) The Interconnection and Access Rules issued by the Ministry of Communications and Information Technology under the Telecommunication Law of the Republic of the Union of Myanmar require MPT to permit, amongst other things, the interconnection of its network with the networks of other licensed operators in Myanmar.
- b) MPT has agreed to provide certain Interconnection Services to the Requesting Licensee, and the Requesting Licensee has agreed to provide certain Interconnection Services to MPT, on the terms and conditions set out in this RIO Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this RIO Agreement, except when otherwise specified, words and expressions have the meanings as set out in this section, and this RIO Agreement is to be construed in accordance with these definitions.

In this RIO Agreement, unless the context requires otherwise, capitalised terms that are used, but not defined, in this RIO Agreement shall have the meanings given in the Telecommunications Law or the Interconnection Rules. In the event of a conflict between the definitions given in this RIO Agreement, the Telecommunications Law or the Interconnection Rules, this RIO Agreement shall be construed in accordance with the following order of precedence:

- (1) the meaning as set out in this RIO Agreement;
- (2) the meaning as set out in the Telecommunications Law;
- (3) the meaning as set out in the Interconnection Rules.



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Approval Date

The date of the Regulator's approval of MPT's RIO, or of any amendments to it, or to the Charges under this RIO Agreement (as the case may be).

Authorised Representative

A person authorised to make binding representations and commitments on behalf of the Requesting Licensee.

Back-up Representative

Another person, besides the Authorised Representative, who is authorised to make binding representations and commitments on behalf of the Requesting Licensee.

Bank Guarantee

An irrevocable guarantee, in a form acceptable to MPT, executed by a licensed bank in favour of MPT, on behalf of the Requesting Licensee in accordance with the section 9 of this RIO Agreement. The bank must be approved by both MPT and the Regulator.

Billing Period

Refers to the period of a calendar month commencing on the first day of the month, unless otherwise agreed in writing.

Billing Verification Information

Information provided by one Party to the other Party as is necessary to ascertain the Charges payable by each Party under this RIO Agreement, in a format agreed between the Parties.

Business Day

Any day other than Saturday, Sundays or the gazetted Public Holidays of the Republic of the Union of Myanmar.

Calendar Day

Any day of the week.

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Call

A transmission path through telecommunications systems related to the delivery of a message. Any reference to the conveyance of a Call by a Party refers to the establishment by that Party of such a transmission path through that Party's network and the conveyance by that Party over such a transmission path.

Call Type

Refers to a specific type of Call.

Called Party

A person who, or apparatus which, receives a Call.

Calling Party

A person who, or apparatus which, initiates a Call.

Calling Line Identification (CLI)

The CLI is the number of the calling user conveyed by each Operator's network for each call, it may also be provided by the network or partly by the calling user. To the extent permitted by law, this information is flagged either as "network-provided" or as "user provided, verified and passed" and if the verification of a user provided CLI fails, the network-provided CLI will be transmitted.

Charges

A fee payable by a Requesting Licensee for Interconnection set out or referred to in Part Two of this RIO.

Circuit

A Circuit is discrete physical path between two or more points along which signals can be carried, consisting of one or more wires (or wireless paths) and possibly intermediate switching point.



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Confidential Information

Information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature, as specified in section 2 of *Annex A – Non-Disclosure Agreement*.

Dispute Resolution Procedure

The procedures, as set out in section 4 of this RIO Agreement, that have to be followed by MPT and the Requesting Licensee in the event of any disputes between the Parties that arise from or in connection with this RIO.

End User

A customer who is a business or residential end user.

Facility

An installation or plant used for telecommunications.

Forecast

An estimate of the Requesting Licensee's requirements for use of a Service for a specified period as prepared in accordance with the terms of this RIO Agreement.

Interconnection

As defined in the Interconnection Rules - the physical and logical linking of a Qualifying Licensee's network with the network of any Other Qualifying Licensee in order to allow:

- i. the users of one Qualifying Licensee's Telecommunications Service to communicate with users of an Other Qualifying Licensee's Telecommunications Service; or
- ii. access to transit services required to connect the Network Facilities of two Other Qualifying Licensees.

Interconnection Call

Establishment of a connection through a third parties telecommunications network and the transmission and the delivery of a signal from the originating network on which this signal was generated to the terminal to which this



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signal is addressed or to a network platform or any other facility giving an automatic answer in those cases where the connection cannot be established.

Interconnect Capacity or Link Capacity

The actual capacity of E1s, STM1s and such other links as are installed by the parties under this RIO Agreement for the purpose of linking MPT's Network and the Requesting Licensee's Network.

Interconnection Request (or "Request")

A written application submitted by the Requesting Licensee to MPT for the purpose of requesting MPT to provide Interconnection for the Requesting Licensee.

Interconnection Rules

Interconnection and Access Rules issued by the MCIT on *[insert date of issuance of rules]* under the Telecommunications Law of the Republic of the Union of Myanmar.

Inter-Working Group

A committee formed by both MPT and the Requesting Licensee, made up of an equal number of representatives from each Party, with the aim of discussing and resolving a dispute arising from this RIO.

Joint Interconnection Committee

A committee formed by both MPT and the Requesting Licensee, made up of an equal number of representatives from each Party, with the responsibilities set out in section 21.

Licence

A Network Facilities Service (Individual) Licence, a Network Facilities Service (Class) Licence or a Network Service Licence issued by the Regulator

MCIT

The Ministry of Communications and Information Technology of the Republic of the Union of Myanmar.

MMK



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The Myanmar Kyat, the official currency of Myanmar.

Network Change

A change to a Party's Network that requires a change to be made to the other Party's Network to allow the continuance of the end-to-end conveyance of Calls across a Point of Interconnection pursuant to and in the context of section 18 of this RIO Agreement.

Network Conditioning

The conditioning, equipping and installation of equipment in MPT's Network

Network Facility

A Facility that a Party operates or uses, or intends to operate or use, as part of, in or in connection with, that Party's Network

Network Plan

The Network Plan agreed between the Parties in accordance with section 20, as updated by the Joint Interconnection Committee from time to time under section 21.

Non-Disclosure Agreement

A written agreement entered into by both MPT and the Requesting Licensee to guarantee that confidential information of one Party will not be revealed at any point in time by the other Party.

Off-Peak

Refers specifically to the hours between 1800 hours and 0800 hours on each day from Monday to Sunday, including gazetted Public Holidays of the Republic of the Union of Myanmar.

Other Qualifying Licensee

A person, other than the Qualifying Licensee, that holds a network facilities service license or a network service license issued by the Regulator entitling that person to receive or provide Interconnection services.



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Peak

Refers specifically to the hours between 0800 hours and 1800 hours on each day from Monday to Sunday, including gazetted Public Holidays of the Republic of the Union of Myanmar.

Point of Interconnection (or "POI")

A designated point connecting MPT's and the Requesting Licensee's Networks or any other point as agreed by both Parties, or approved by the Regulator.

Public Holiday

A legal holiday authorised by law in the Republic of the Union of Myanmar.

Qualifying Licensee

A person that holds a network facilities service license or a network service license issued by the Regulator entitling that person to receive or provide Interconnection services.

Regulator

The Posts and Telecommunications Department, or the independent regulatory authority that is expected to be established in 2015.

Requesting Licensee

A person that holds a Network Facilities Service (Individual) Licence, a Network Facilities Service (Class) Licence or a Network Service Licence issued by the Regulator entitling that person to submit a request to MPT for the receipt of Interconnection from MPT.

RIO

MPT's Reference Interconnection Offer as approved by the Regulator under section 18 of the Interconnection Rules.

Security Requirement



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The security deposit or Bank Guarantee given in accordance with the section 9 of this RIO Agreement.

Service

One of the services described in the Schedules.

Signalling System Number Seven (SS7)

A set of telephony signalling protocols used to set up and tear down calls, translate numbers for handover between Networks, supply information for prepaid billing mechanisms, short messaging service (SMS), and a variety of other mass market services.

Subscriber

Any person who is provided with telecommunications services by MPT or the Requesting Licensee.

Telecommunications Network (or "Network")

The total telecommunications infrastructure operated by an Operator which is used or intended to be use for provision of telecommunications products and/or services.

Telecommunications Law

The Telecommunications Law of the Republic of the Union of Myanmar.

Third Party

Any person or entity other than MPT or the Requesting Licensee.

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2. NUMBERING

- 2.1 The Parties shall ensure that sufficient and correct numbering information is sent from one Network to the other for correct delivery of an Interconnection Call.
- 2.2 The Parties shall convey to each other telephone numbers in the national and international formats as contained in the national numbering plan issued by the Regulator and as specified in ITU-T Recommendation E.164.
- 2.3 The Parties shall adopt and comply with the numbering system and number format as specified in the Regulator's national numbering plan and framework and guidelines on the usage, allocation and assignment of numbers and the ITU-T Recommendation E.164.

3. INTERCONNECTION OBLIGATIONS

- 3.1 MPT shall provide to the Requesting Licensee, and the Requesting Licensee shall provide to MPT, the Services on the terms of this RIO Agreement.
- 3.2 A Party shall in no circumstances be held responsible for the content of the traffic carried through Services on behalf of the other Party during the term of this RIO Agreement.

4. DISPUTE RESOLUTION PROCEDURE

- 4.1 In the event of any disputes between MPT and the Requesting Licensee that arise from or in connection with this RIO Agreement, each Party shall use all reasonable endeavours to resolve any disputes. Additionally the following Dispute Resolution Procedure shall be followed by both Parties:
- (a) **Raise issue** - The Parties shall initially raise issues arising from this RIO Agreement with each other by exchanging correspondence setting out the basis and justification of the dispute clearly and in reasonable detail. The Parties must make appropriate personnel available and negotiate in good faith to resolve the dispute. If the Parties do not reach an agreement to this issue within ten (10) Business Days of the commencement of the correspondence, either Party may give ten (10) Business Days written notice to the other Party of its intention to escalate the issue and outlining the details of the issue. If the issue is not resolved before the conclusion of this notice period, then either Party may notify the other Party that it wishes to refer the issue to:
- (i) an Inter-Working Group established under sub-paragraph (b); or
 - (ii) dispute resolution by the Regulator under sub-paragraph (c).
- (b) **Form Inter-Working Group** – In the event a dispute is referred to an Inter-Working Group the Parties shall promptly form a committee with an equal number of appropriate representatives from

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each Party (**Inter-Working Group**). The Inter-Working Group will meet within ten (10) Business Days of the receipt by the receiving Party of a notice. If the Inter-Working Group has not resolved an issue within twenty (20) Business Days after it first meets to review that issue, either Party may refer the dispute to Regulator.

- (c) **Refer to Regulator** - If a Party wishes to refer under subparagraph (a)(ii) or (b) above an issue for dispute resolution by the Regulator, that Party shall file a dispute resolution request to the Regulator in accordance to the terms set out in Section 22 of the Interconnection Rules. The procedure and guidelines by which the Regulator will resolve the dispute are also set out in Section 22 of the Interconnection Rules. This is in reference to Chapter XIV (Dispute Resolution) of Telecommunication Law.
- (d) **Appeal through Ministry / Judiciary Court (if necessary)** – If any person is dissatisfied with the mediation and decision made by Regulator, the Party may appeal to the Ministry or Judiciary Court within 30 calendar days after such decision is made.

4.2 Each Party will continue to fulfil its obligations under this RIO Agreement during the pendency of a dispute or any ongoing procedures described in this section.

5. COMMENCEMENT AND DURATION

5.1 This RIO Agreement shall commence on the date on which it is approved by the Regulator and shall continue in force until terminated by a Party in accordance with any termination right under this RIO Agreement or any other right at law.

6. CONFIDENTIALITY

6.1 Each Party must protect from disclosure any Confidential Information provided by the other Party given in the course of negotiating and implementing this RIO Agreement or during the term of this RIO Agreement in accordance with the Non-Disclosure Agreement (set out in *Annex A – Non-Disclosure Agreement*) signed between the Parties.

7. CHARGES

7.1 Each Party shall pay to the other Party the Charges for Services supplied by the other Party, as specified in the individual Schedules.

7.2 If either Party (the **proposing Party**) wishes to amend existing Charges or impose new recurring Charges, it shall provide written notice to the other Party of its proposed amended Charges or new Charges. Following receipt by a Party of a notice under this section 7.2, the Parties shall consult with each other and use reasonable endeavours to negotiate in good faith with respect to the amended Charges or new Charges. If the parties are able to agree on the amended Charges or new Charges, the

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Parties shall seek the Regulator's approval of the amended Charges or new Charges. If, after ten (10) Business Days from the date a Party receives a notice under this section 7.2, the Parties are not able to agree on the amended Charges or new Charges, the proposing Party may seek the Regulator's approval of the amended Charges or new Charges. Approved amended Charges or approved new Charges are automatically applicable for this RIO Agreement and shall be incorporated into this RIO Agreement from the Approval Date.

- 7.3 If either Party (the **providing Party**) will incur any non-recurring additional costs in relation to the provision of a Service to the other Party (the **receiving Party**) which cannot otherwise be recovered as a Charge or where a Charge is stated to be on a case by case basis (an **Additional Cost**), the following process will apply:
- (a) before such Additional Costs are incurred, the providing Party will give the receiving Party a quote setting out an estimate and reasonable details of the Additional Costs;
 - (b) the Additional Costs must be cost-oriented and based on the actual costs of providing the Service together with a reasonable return on employed capital (if applicable);
 - (c) if the receiving Party notifies the providing Party that it elects to accept the Additional Costs, the Additional Costs shall be treated as a Charge for the purposes of this RIO Agreement;
 - (d) if the receiving Party elects to reject the Additional Costs, it may:
 - (i) notify the providing Party that the providing Party is released from its obligation to provide the relevant Service to the extent the provision of the Service is directly dependent on, and cannot be provided without, the providing Party incurring the Additional Costs; or
 - (ii) dispute the proposed Additional Costs subject to the Dispute Resolution Procedure set out in section 4; and
 - (e) any Additional Costs accepted by the receiving Party under sub-paragraph (c), or determined through the Dispute Resolution Procedure under sub-paragraph (d), shall apply from the date that the providing Party first commenced provision of the relevant Service, unless otherwise agreed between the Parties or determined through the Dispute Resolution Process.
- 7.4 Charges for Services contained in each Schedule shall apply for a period of three (3) years from the date of this RIO Agreement (unless otherwise agreed by the Parties), subject to review and adjustment by the Regulator in accordance with law, except where otherwise specified in this RIO Agreement.
- 7.5 The Charges are including any withholding tax, but excluding any indirect taxes (commercial tax, sales tax, service tax, or any other indirect taxes, duties and levies). The collection and payment of indirect taxes, income or such other taxes, duties or levies applied to, imposed, levied or assessed in respect of

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the Services which each Party provides under the terms of this RIO Agreement and the revenue that Party may earn from such Services shall be administered by each Party in accord with its tax status and with the provisions of all related laws and implementing rules, regulations and procedures as adopted by the relevant tax authorities.

- 7.6 For the avoidance of doubt, the Party providing the Services (for the purpose of this section 7.6, the **providing Party**) shall be responsible for any withholding taxes applied to Charges for the Services which it provides. In the event that any applicable law requires taxes to be withheld by the Party making payments to the providing Party (for the purpose of this section 7.6, the **receiving Party**) in respect of Services received from the providing Party, such taxes shall be withheld and remitted to the local tax authorities by the receiving Party unless the providing Party provides the receiving Party with an applicable exemption certificate in accordance with the law. Each Party will use reasonable efforts to cooperate with and assist the other Party in obtaining tax certificates or other appropriate documentation evidencing such payment.

8. BILLING

8.1 General

- (a) Each Party (the **Invoicing Party**) shall employ its reasonable endeavours to issue to the other Party (the **Invoiced Party**) within fifteen (15) Calendar Days after the end of each Billing Period an invoice in writing or such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Services during such Billing Period. The Billing Period shall be monthly unless otherwise agreed by the Parties (**Monthly Invoice**).
- (b) For the first two (2) years after the date of this RIO Agreement, if either Party is unable to forward a Monthly Invoice within fifteen (15) Calendar Days after the end of a particular Billing Period:
- (i) it shall promptly notify the other Party;
 - (ii) both Parties shall use reasonable endeavours to agree on an extended time for the remittance of the particular Monthly Invoice; and
 - (iii) if the Parties cannot agree on an extended time, the Invoicing Party shall have a further thirty (30) Calendar Days to forward its Monthly Invoice.
- (c) The Invoicing Party shall send invoices by electronic means including Billing Verification Information on the date of issue of the invoice, followed by a hard copy of the invoice via post. The Billing Verification Information shall be used by the Invoiced Party only for the purposes of verifying the accuracy of amounts charged on an invoice.

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- (d) All Charges payable shall be calculated according to the Charges contained in each Schedule.
- (e) The Invoicing Party shall pay the Charges payable under this RIO Agreement, and upon the terms, and subject to the conditions, set out in this RIO Agreement, no later than thirty (30) Calendar Days from the date of the relevant invoice. For the avoidance of doubt, the Invoiced Party shall pay these Charges to the Invoicing Party regardless of whether the Invoiced Party has received payment from its End Users.

8.2 Interest on overdue amounts

- (a) In addition to charging interest in accordance with this section 8.2 or exercising any other rights the Invoicing Party has at law or under this RIO Agreement, where an undisputed amount is outstanding and remains unpaid for more than seven (7) Calendar Days after it is due for payment, the Invoicing Party reserves the right to take action, without further notice to the Invoiced Party, to recover any such amount as a debt due to the Invoicing Party. The Invoicing Party will not, however, take such action if it amounts to suspension or termination of this RIO Agreement without following the procedures outlined in sections 11 and 12 respectively of this RIO Agreement.
- (b) Payments are deemed to be received on the date the payment is received by the Invoicing Party, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by the Invoicing Party together with all dishonoured fees and charges.
- (c) If the Invoiced Party does not pay a sum payable under this RIO Agreement by the due date for payment, the Invoicing Party may charge interest on the amount outstanding. The Invoiced Party agrees to pay such interest on demand.
- (d) Interest shall accrue on that overdue sum at six (6) percent per year for late payment interest, and the Invoicing Party may charge the Invoiced Party for any of the Invoicing Party's administrative and recovery costs, unless the Invoicing Party agrees in writing that late payment is due to circumstances beyond the reasonable control of the Invoiced Party.

8.3 Invoice Errors

- (a) If the Invoiced Party discovers an error in an invoice given by the Invoicing Party, it shall notify the Invoicing Party as soon as practicable. The Invoicing Party shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.
- (b) If the Invoicing Party has omitted or miscalculated Charges from an invoice, the Invoicing Party may include or amend (respectively) those Charges in a later invoice, as long as the Invoicing

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Party is able to substantiate these Charges to the Invoiced Party and the inclusion or amendment is made within six (6) months of the issuing of the invoice.

- (c) If the Invoiced Party makes an overpayment in error, it shall notify the Invoicing Party accordingly within six (6) months of the date on which the overpayment was made with sufficient details for the Invoicing Party to be able to identify the overpayment. If the Invoicing Party verifies the overpayment, the Invoicing Party shall return the amount overpaid to the Invoiced Party.
- (d) Notwithstanding any other provision in this Schedule, interest shall not accrue or become payable in respect of sums added to an invoice in error.
- (e) The Parties acknowledge that invoices cannot be warranted as being free from errors.

8.4 Billing Dispute Notification

- (a) If the Invoiced Party wishes to dispute in good faith an invoice prepared by the Invoicing Party (**Billing Dispute**), the Invoiced Party must notify the Invoicing Party in writing (**Billing Dispute Notice**) within ninety (90) Calendar Days after the date of that invoice (**Billing Dispute Notification Period**). If no rejection is raised within the said ninety (90) Calendar Days, the monthly invoice and the contents therein shall be deemed to be true, accurate and accepted by the Invoiced Party.
- (b) Billing Dispute Notice given under this section must specify:
 - (i) the reasons for which the Invoiced Party disputes the invoice;
 - (ii) the amount in dispute; and
 - (iii) details required to identify the relevant invoice and Charges in dispute.
- (c) For the avoidance of doubt, no invoices may be disputed after the expiration of the Billing Dispute Notification Period.
- (d) The Invoiced Party may not raise a Billing Dispute on the basis that it believes that the volume of traffic on which the Invoicing Party has calculated the Charges included on an invoice is up to two (2) per cent more or less than what the actual volume of traffic was for the relevant invoice period. For the avoidance of doubt, in such situations the Invoiced Party must pay the relevant invoice in accordance with section 8.1(e) above.

8.5 Billing Dispute Resolution

- (a) The Invoiced Party agrees to pay the undisputed portion of any invoice in accordance with the normal payment procedures.

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- (b) Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount.
- (c) The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under section 8.4.
- (d) If the Parties are unable to resolve any Billing Dispute within thirty (30) Calendar Days (or such other period as the Parties may agree) from the date on which the Billing Dispute Notice is received (**Negotiation Period**), either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.
- (e) To the extent that a Billing Dispute notified under this section involves a Billing Dispute with a licensed telecommunications operator of another country with whom the Invoicing Party exchanges international traffic (an **International Correspondent**), the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the dispute with that International Correspondent. As a general rule, the period of suspension will not exceed six (6) months. However, the Parties recognise that some Billing Disputes with International Correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- (f) Once the Negotiation Period and any extension granted under section 8.5(d) has expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in section 8.5(g) (**Billing Dispute Escalation Procedure**).
- (g) The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this paragraph by notifying the Invoicing Party's billing representative (as identified or otherwise nominated under section 8.7). Each of the Parties shall then appoint a designated representative that has authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of this RIO Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honoured.
- (h) Once any Billing Dispute has been resolved to the Parties' satisfaction, any sum to be paid or repaid shall be paid immediately by the relevant Party.

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- (i) Although it is the good faith intention of the Parties to use the above process to the fullest extent to try to solve Billing Disputes, nothing in this section shall prevent either Party pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- (j) For the avoidance of doubt, Billing Disputes may not be referred to the general Dispute Resolution Procedures.

8.6 Joint Investigation of Invoice Discrepancies

A Party may request a joint investigation of invoice discrepancies after that Party has conducted comprehensive internal investigation, including an examination of its own system to issue invoices relating to Charges payable by each Party under this RIO Agreement. The joint investigation may include the generation of test Calls to the other Party's Network.

8.7 Billing Representatives

- (a) Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to either of these nominated billing representatives. Billing Dispute Notices must be sent to these representatives:

MPT: TBC

Requesting Licensee: TBC
- (b) Either Party may at any time nominate another billing representative, provided that fourteen (14) Calendar Days' prior notification of such appointment is given.

9. CREDIT MANAGEMENT AND SECURITY REQUIREMENTS

- 9.1 Each Party must provide, at its sole cost and expense, to the other Party, and maintain for the term of this RIO Agreement, the Security Requirements.
- 9.2 If, at any time during the term of this RIO Agreement, the, the amount of paid up capital of the Requesting Licensee or the value of the assets of MPT falls below MMK 10 billion, that Party (the **Security Provider**) must notify the other Party (the **Security Taker**) in writing within ten (10) Business Days of such occurrence, and the Security Taker may upon notice in writing require the Security Provider to provide it with either an unconditional Bank Guarantee or security deposit (at the Security Taker's option) for 2.5 times the amount of the recurring Charges that the Security Provider has incurred in a month or MMK 20 million whichever amount is greater.

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- 9.3 For the purposes of ensuring compliance with section 9.2, MPT may from time to time reasonably request information from the Requesting Licensee to determine and verify the paid up capital of the Requesting Licensee. The Requesting Licensee must provide such information to MPT within ten (10) Business Days of receipt of a request.
- 9.4 Where a Party has provided a Security Requirement under this RIO Agreement, the Security Taker may at any time require the Security Provider to provide an amended Security Requirement in order to ensure that the value of the Security Requirement is maintained at 2.5 times the amount of the recurring Charges that the Security Provider has incurred in a month or MMK 20 million whichever amount is greater.
- 9.5 The Security Provider must provide the Bank Guarantee or security deposit (or amended Bank Guarantee or security deposit) the Security Taker within twenty (20) Business Days of receipt of notice. The Security Taker may, at its absolute discretion, treat a failure by the Security Provider to provide a Bank Guarantee or security deposit in accordance with this section as a material breach of this RIO Agreement.
- 9.6 The Security Provider shall not require the Security Taker to use a Bank Guarantee or security deposit it has provided to the Security Taker towards payment of the Charges. For the avoidance of doubt, the provision of a Bank Guarantee or security deposit does not relieve the Security Provider from its obligations to pay amounts to the Security Taker as they become due and payable, nor does it constitute a waiver of the Security Taker's right to suspend, disconnect, or terminate the Services in accordance with the terms of this RIO Agreement.
- 9.7 The Security Taker may on reasonable notice in writing to the Security Provider call on the Bank Guarantee or use the security deposit (or part of it) to settle any amount due or payable to the Security Taker by the Security Provider under this RIO Agreement.
- 9.8 The Security Taker shall return any remaining amount of the Security Requirement to the Security Provider within thirty (30) Business Days of:
- (a) the termination of this RIO Agreement; or
 - (b) payment by the Security Provider of all outstanding amounts under this RIO Agreement, whichever is later.

10. QUALITY OF SERVICE

- 10.1 Each Party shall

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- (a) ensure that the Services it provides to the other Party shall not be of lower technical standard and quality than the technical standard or quality provided over its own Network Facilities; and
- (b) maintain and repair faults on Interconnection Links in the same manner and within the same timeframe as it maintains similar plant and repairs similar faults within its Network.

10.2 Each Party shall provide the Services to the other Party in accordance with any service levels set out in the relevant Schedules.

10.3 Without prejudice to any service levels that apply to the provision of Services under this RIO Agreement, neither Party warrants that its Network or Network Facilities are or will be free from faults.

11. SUSPENSION

11.1 Either Party (the **Suspending Party**) may suspend this RIO Agreement or any Schedule of this RIO Agreement by providing notice to the other Party if:

- (a) the other Party's Network or supply of an Interconnection Service adversely affects the normal operation of Suspending Party's Network, or
- (b) the other Party's Network or supply of an Interconnection Service is a threat to any person's life, health or safety; or
- (c) the other Party's Network or supply of an Interconnection Service poses an unreasonable risk to integrity or security of network or services; or
- (d) it is determined by Government that it is in the public interest to require suspension of Agreement; or
- (e) the other Party's Network or supply of an Interconnection Service poses an imminent threat to property of Suspending Party; or
- (f) the other Party's Network or supply of an Interconnection Service causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of Suspending Party or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of Suspending Party's Network; or
- (g) the other Party has committed a service affecting material breach of this RIO Agreement, the Suspending Party has given at least fifteen (15) Calendar Days notice of such breach and the other Party has failed to rectify such breach within that time; or
- (h) the other Party has committed a non-service affecting material breach of this RIO Agreement (including but not limited to failure to pay any sum for which the other Party has been validly

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invoiced in accordance with section 8), Suspending Party has given at least fifteen (15) Calendar Days notice of such breach and the other Party has failed to rectify such breach within that time; or

- (i) compliance with legal or regulatory obligations requires immediate action; or
- (j) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party; or
- (k) in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service supplied under this RIO Agreement (whether with or without the authorisation and/or permission of the Suspending Party) in contravention of law and the Suspending Party has the necessary confirmation from a court of law or the Regulator that the other Party is in contravention of law; or
- (l) the other Party, its Network or supply of a Service interferes with any Interconnection obligations of the Suspending Party; or
- (m) any material information provided or representation made by the other Party to the Suspending Party is untrue, false, misleading or inaccurate and has an adverse material impact on the Suspending Party in relation to its provision of Services under this RIO Agreement; or
- (n) where Interconnection has been established, the other Party fails to satisfy, or no longer satisfies, the Suspending Party's requirement for Interconnection as set out in the Schedule(s) relating to the Interconnection that has been established, in which case suspension shall be limited to that Schedule or those Schedules which are dependent on Interconnection.

11.2 A Suspending Party will only suspend this RIO Agreement or any Schedule to the extent necessary to address the relevant event. Prior to suspending this RIO Agreement or any Schedule the Suspending Party will notify the Regulator and request the Regulator's written approval of such suspension. Suspension rights shall not be exercised without the Regulator's approval unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party may immediately suspend the operation of this RIO Agreement or Schedule.

11.3 If the Regulator issues an order granting in whole or in part the request under section 11.2, the Suspending Party may immediately suspend (for such period of time as the Regulator approves, or indefinitely if the Regulator does not specify a period of time) this RIO Agreement or Schedule or those

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parts of this RIO Agreement or Schedule covered by the Regulator's order by giving written notice to the other Party.

- 11.4 Where any Service has been suspended (whether or not at the request of the Party acquiring the Service), the acquiring Party shall continue to pay those Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected or reinstated, all reconnection or reinstatement Charges as set out under each Schedule.
- 11.5 If this RIO Agreement or a Schedule is suspended for more than sixty (60) Calendar Days, the Party which has suspended the RIO Agreement or Schedule may terminate this RIO Agreement or Schedule with immediate effect by giving the other Party written notice.
- 11.6 The Suspending Party shall lift the suspension of this RIO Agreement or the relevant Schedule (as the case may be) as soon as possible after the reason for suspension has ceased.

12. TERMINATION

- 12.1 Either Party (**Terminating Party**) may terminate the entire RIO Agreement, or any Schedule of this RIO Agreement by providing notice to the other Party if:
- (a) the other Party has committed a service affecting material breach of this RIO Agreement, Terminating Party has given thirty (30) Calendar Days notice of such breach and the other Party has failed to rectify such breach within that time; or
 - (b) the other Party has committed a non-service affecting material breach of this RIO Agreement (including but not limited to failure to pay any sum for which the other Party has been Invoiced), Terminating Party has given thirty (30) Calendar Days notice of such breach and the other Party has failed to rectify such breach within that time; or
 - (c) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party; or
 - (d) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or

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- (e) the other Party is no longer licensed to provide the services or operate the facilities for which the Interconnection was required; or
 - (f) where Interconnection has been established, the other Party fails to satisfy, or no longer satisfies, the Terminating Party's requirements for Interconnection as set out in the Schedule(s) relating to the Interconnection that has been established, in which case termination shall be limited to that Schedule or those Schedules which are dependent on Interconnection; or
 - (g) if, in the Terminating Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service (whether with or without the authorisation and/or permission of the Terminating Party) in contravention of any law and the Terminating Party has the necessary confirmation from a court of law or the Regulator that the other Party is in contravention of law; or
 - (h) any material information provided or representation made by the other Party to the Terminating Party is untrue, misleading or inaccurate and has an adverse material impact on Terminating Party in relation to its provision of Services under this RIO Agreement.
- 12.2 Prior to terminating this RIO Agreement or any Schedule, in full or to the extent necessary, the Terminating Party will notify the Regulator that it proposes to terminate this RIO Agreement or one or more Schedules, and request the Regulator's written approval of such termination. Termination rights shall not be exercised without the Regulator's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately terminate the operation of this RIO Agreement or one or more Schedules.
- 12.3 If the Regulator issues an order granting in whole or in part the request under section 12.2, the Terminating Party may immediately terminate this RIO Agreement, the Schedule(s) or those parts of this RIO Agreement or Schedules covered by the Regulator's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Regulator in relation to the termination of this RIO Agreement.
- 12.4 In the event that this RIO Agreement or Schedules under this RIO Agreement is terminated:
- (a) all sums due, or accrued or payable to each Party under this RIO Agreement or with respect to that Schedule (respectively) up to the date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable (including any termination Charges due under the applicable Schedules and any costs incurred by each Party in terminating this RIO Agreement or Schedules);

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- (b) each Party shall immediately return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under this RIO Agreement or in relation to that terminated Schedule in good working condition, fair wear and tear only excepted; and
 - (c) each Party shall, in accordance with the other Party's directions, immediately remove all of its equipment, facilities, plant and other property located on the other Party's premises used under this RIO Agreement or in relation to that terminated Schedule.
- 12.5 A Party shall be entitled to charge the other Party the cost incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Party has failed to return within thirty (30) Calendar Days of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.
- 12.6 A Party may remove the other Party's equipment, facilities, plant and other property located on its premises if not removed by the other Party within thirty (30) Calendar Days after the date of termination.
- 12.7 Termination or expiry of this RIO Agreement, Schedule or Service shall not be deemed a waiver of a breach of any term or condition of this RIO Agreement, Schedule or Service.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Except as otherwise expressly provided in this RIO Agreement, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (**intellectual property**) shall remain in the ownership of the person creating or owning the same and nothing in this RIO Agreement shall confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party or of any Third Party.
- 13.2 Neither Party shall be entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.
- 13.3 The Parties will negotiate arrangements (including in respect of title) concerning intellectual property jointly developed in the course of performing this RIO Agreement or otherwise in connection with this RIO Agreement.
- 13.4 Each Party shall be responsible and liable for obtaining and maintaining in that Party's name and at that Party's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of any Service to that Party or the installation or the use of any equipment in conjunction therewith for the entire duration during which the Services are provided or made available to that Party. Each Party shall provide reasonable cooperation to the other Party, at the

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other Party's cost, in relation to all licences, permits, consents, waivers, authorisations and intellectual property or other rights required to be obtained by the other Party under this section.

14. LIMITATION OF LIABILITY

- 14.1 This section shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this RIO Agreement and in relation to any act, omission or event relating to or arising out of this RIO Agreement.
- 14.2 In performing its obligations under this RIO Agreement, each Party shall exercise the reasonable skill and care of a competent telecommunications operator and to comply with its obligations under this RIO Agreement.
- 14.3 Neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:
- (a) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
 - (b) any other consequential or indirect liability, loss or damage,
- suffered by the other Party and arising from or in connection with this RIO Agreement.
- 14.4 To the extent permitted by law, each Party's aggregate liability, whether in contract (including under any indemnity), in tort (including negligence), under statute or otherwise under or in connection with this RIO Agreement (excluding obligations arising under this RIO Agreement to pay monies in the ordinary course of business) or the provision or receipt of the Services, shall be limited to MMK 1 billion for any one event or series of connected events and MMK 3 billion for all events (connected or unconnected) occurring in a calendar year. Neither Party shall be liable for any liability incurred by the other Party to the extent caused by the breach by the other Party of this RIO Agreement.
- 14.5 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence.
- 14.6 Each Party (**Indemnifying Party**) must indemnify and keep indemnified the other Party (**Indemnified Party**), its employees and agents against any losses, damages, claims, liabilities, demands and expenses (including consequential loss) which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a Third Party relating to the Indemnified Party's supply of a Service to the Indemnifying Party or its use by the Indemnifying Party or any other person, or any delay or failure of the

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Indemnified Party to provide a Service other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by the Indemnified Party.

- 14.7 Each provision of this section is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 14.8 For the avoidance of doubt, neither Party shall be liable for any breach of this RIO Agreement caused by the delay or failure of any supplier to deliver equipment to that Party at the prescribed time, except where such a delay or failure is a result of gross negligence or a wilful or reckless breach of this RIO Agreement by that Party.
- 14.9 If a Schedule identifies a remedy that is available to a Party for a breach by the other Party of an obligation under that Schedule, that remedy shall be that Party's sole and exclusive remedy in connection with the performance by the other Party or its employees, agents, or contractors of that obligation.

15. FORECASTING

- 15.1 Each Party (**Forecasting Party**) shall supply to the other Party (**Receiving Party**) reasonable Forecasts in accordance with this RIO Agreement.
- 15.2 The Forecasting Party must provide all Forecasts in good faith and use all reasonable endeavours to ensure that Forecasts are accurate.
- 15.3 Where the Receiving Party receives a Forecast and considers in good faith that any element of that Forecast is unreasonable, or that the work which it would be required to carry out based on that Forecast is not reasonably achievable within the relevant time, the Receiving Party and the Forecasting Party shall promptly negotiate in good faith, a Forecast which is reasonable and which will enable the required work to be carried out within the relevant time periods and allow for the application of any service levels set out in the relevant Schedules to the relevant Services. To assist the negotiations:
- (a) the Receiving Party shall provide information in relation to the work which it would be required to carry out to meet the Forecast which it considers to be unreasonable and the time frame of that work;
 - (b) the Forecasting Party shall provide information upon which its assessment of the reasonableness (or otherwise) of the Forecast is based; and
 - (c) each Party shall endeavour to put forward proposals to produce a satisfactory outcome for both Parties.

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- 15.4 If after expiry of twenty-five (25) Business Days the Parties are unable to agree a revised Forecast under section 15.3, the matter will be referred for resolution in accordance with the Dispute Resolution Procedure.
- 15.5 Pending the outcome of the negotiations in respect of a Forecast, the Receiving Party is not obliged to provide for requirements in respect of any part of the Forecast that it considers unreasonable or that is under negotiation but the Receiving Party will provide for requirements which it considers in good faith to be reasonable, pending resolution of the negotiations and dispute resolution (if any).
- 15.6 The Receiving Party shall use all reasonable endeavours to provide Services in accordance with Forecasts developed pursuant to the procedures in this section 15 as it considers reasonable reflecting any service levels set out in the Schedules that apply to the Receiving Party.

16. SERVING OF NOTICES AND COMMUNICATIONS

- 16.1 For both parties, all notices, demands or other communications required or permitted to be given or made under or in connection with this RIO Agreement shall be in writing and shall be sufficiently given or made if:
- (a) delivered by hand or post, at the time of delivery; or
 - (b) sent by legible facsimile transmission, on receipt by the sender of an acknowledgement or transmission report generated by the device or machine from which the facsimile was sent; or
 - (c) sent by email, at the time it is sent. If the sender has any cause to believe an email has not been delivered (such as a rejection notice from the intended recipient's email server) or if an email is not acknowledged by the intended recipient within a reasonable time after it has been sent, the sender must, as appropriate, resend the email and must take steps to confirm that it has been received.

If to MPT:

XXX Department
XXX Township
Yangon, Myanmar
Postal Code XXX
Telephone: +95-XXX
Fax: +95-XXX
Attn: xxx



Reference Interconnection Offer

Email: xxxx

To be confirmed

If to the Requesting Licensee:

XXX Department

XXX Township

Yangon, Myanmar

Postal Code XXX

Telephone: +95-XXX

Fax: +95-XXX

Attn: xxx

Email: xxxx

To be confirmed

- 16.2 Unless otherwise specified, all notices, demands or other communications required or permitted to be given or made under or in connection with this RIO Agreement received by a Party on a day not being a Business Day, will be deemed to be received the next Business Day.
- 16.3 Either Party may from time to time notify the other Party of a change of address, facsimile number or email address.



Reference Interconnection Offer

- 16.4 Each Party must designate a primary and secondary contact person at an operational level for the purposes of general administration and implementation of this RIO Agreement.

MPT Primary Contact: (To be confirmed)

Name:
Telephone:
Fax:
Email:

MPT Secondary Contact: (To be confirmed)

Name:
Telephone:
Fax:
Email:

Requesting Licensee Primary Contact: (To be confirmed)

Name:
Telephone:
Fax:
Email:

Requesting Licensee Secondary Contact: (To be confirmed)

Name:
Telephone:
Fax:
Email:

- 16.5 Either Party may from time to time notify the other Party of changes to the details of their respective primary and secondary contacts.

17. NETWORK PROTECTION AND SAFETY

- 17.1 Each Party is responsible for the safe operation of its side of the Network, and shall, so far as is reasonably practicable, take all necessary steps to ensure that its side of the Network, its Network Facilities, its Network operations and implementation of this RIO Agreement:
- (a) do not endanger the safety or health of any person, including the employees and contractors of the other Party; and
 - (b) do not cause physical or technical harm to the other Party's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of the other Party's Network.

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- 17.2 Without prejudice to any service levels that apply to the provision of Services under this RIO Agreement, the Parties will manage their Networks to minimise disruption to Services and, in the event of interruption or failure of any Services, will restore those Services as soon as is reasonably practicable. Each Party shall manage, notify and correct faults arising in its Network which affect the provision of any services by the other Party:
- (a) as it would in the ordinary course for similar faults affecting the provision of services by it; and
 - (b) in accordance with the fault notification procedures specified in this RIO Agreement if any.
- 17.3 Neither Party shall use or permit the use of any Service, or install, connect, link or use (or permit the installation, connection, linking or use of) any telecommunications equipment in contravention of any law. If either Party considers that the other Party is acting, or is likely to, act in contravention of this section, then the first-mentioned Party may seek the Regulator's approval to take necessary corrective action, unless an imminent threat to life or property arises (or is likely to arise) in which case the first-mentioned Party may take immediate necessary corrective action. On receipt of the Regulator's approval, the first-mentioned Party may take the necessary corrective action.
- 17.4 Each Party shall ensure that its Network and operating procedures comply in all respects with this RIO Agreement.

18. NETWORK ALTERATIONS AND CHANGES

- 18.1 A Party may make Network Changes (other than a change explicitly permitted by this RIO Agreement) at any time provided that it complies with this section.
- 18.2 This section only applies where a Party proposes to undertake a Network Change (**the Altering Party**), which makes it necessary to change the hardware or software, including interface software, of the other Party's Network in order to maintain the satisfactory interworking of the Altering Party's Network with the Network of the other Party.
- 18.3 The Altering Party shall notify the other Party as soon as is reasonably practicable of a proposed Network Change. The period of notice must be at least six (6) months, except if the Altering Party in its reasonable opinion believes that a Network Change is required urgently, in which case it shall give the other Party as much notice of the proposed Network Change as is practicable. Such notice shall, as far as possible, set out details of the nature, effect, technical details and potential impact on the other Party's Network of the proposed Network Change, as well as such other information as the other Party shall reasonably require. This notice period does not apply where the Regulator requires implementation

Reference Interconnection Offer

of Network Changes, in which case the applicable notice period shall be the notice period specified by the Regulator.

- 18.4 The Altering Party shall be solely responsible for the costs of making any changes to its own Network due to such Network Changes.
- 18.5 The Parties agree to fully co-operate and consult with each other on the implementation of Network Changes and to keep each other informed of the steps involved, with a view to minimising, and if possible, eliminating any disruption to the Services supplied under this RIO Agreement. The Parties agree to fully cooperate and consult with each other with a view to accommodating both Parties' reasonable expectations regarding the time commitments and implications of the proposed Network Change.
- 18.6 In case of agreement or upon request of the Regulator, a Party providing Services under this RIO Agreement will modify, change or substitute underlying technology or the specifications of those Services to improve the functioning or performance of the Services or its respective Network provided that such modifications do not materially adversely alter the functioning or performance of the Services supplied to the other Party. For the avoidance of doubt, such modifications may include replacement of elements of existing Network infrastructure or systems with alternate technology.
- 18.6 Nothing in this RIO Agreement may be construed to preclude a Party from using, modifying or substituting such of its equipment for other of its equipment as reasonably required to provide any of the Services within the scope of this RIO Agreement.

19. FORCE MAJEURE

- 19.1 Neither Party shall be liable for any breach of this RIO Agreement (other than a breach by non-payment) caused by an act of God, insurrection or civil disorder, war or military operations, national emergency, acts or omissions of government (other than acts or omissions of MPT), highway authority, fire, flood, extreme weather, lightning, explosion, subsidence, industrial disturbance of any kind (except where solely between a Party and its own employees), acts or omissions of persons or bodies for whom neither Party is responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party and such event or circumstance shall be considered a force majeure. Seasonal rains and associated flooding that affect MPT's Network Facilities (other than any Point of Interconnection established under this RIO Agreement) shall be considered a force majeure. For Points of Interconnection established under this RIO Agreement, seasonal rains and associated flooding shall be presumed not to be force majeure unless their effects are so extreme that that Party could not reasonably be expected to have planned for, or mitigated the extent of those events.

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- 19.2 The Party affected by force majeure shall promptly notify the other Party of the estimated extent and duration of any inability to perform its obligations under this RIO Agreement.
- 19.3 Upon the cessation of the delay or failure resulting from force majeure, the Party affected by force majeure shall promptly notify the other Party of such cessation.
- 19.4 If, as a result of force majeure, the performance by either Party of its obligations under this RIO Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by force majeure.
- 19.5 To the extent that the Party affected by force majeure shall not provide all or part of the Services to be provided by it under this Agreement, the other Party shall be released to such extent from its obligations to make payment in respect of those Services.
- 19.6 In the case of either Party making a force majeure notification then:
- (a) if the force majeure lasts for a continuous period of sixty (60) Calendar Days or less from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to section 19.3 of this RIO Agreement), any obligation outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably possible after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; and
 - (b) if the force majeure lasts for more than a continuous period of sixty (60) Calendar Days from the date of the force majeure notification, notice of cessation has not been given pursuant to section 19.3 of this RIO Agreement and such force majeure continues to prevent the affected Party from performing its obligations in whole or in material part, the other Party shall be entitled (but not be obliged) to terminate this RIO Agreement by giving not less than thirty (30) Calendar Days' written notice to the other Party after expiry of the said sixty (60) Calendar Days period. In the event that notice of cessation of the force majeure pursuant to section 19.3 of this RIO Agreement is received by the other Party prior to the expiry of the thirty (30) Calendar Days' notice this RIO Agreement may not be terminated under this section.
- 19.7 If this RIO Agreement is not terminated in accordance with the provisions of section 19.6 of this RIO Agreement then any obligations outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably practicable after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

20. NETWORK PLAN

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- 20.1 The Parties will jointly formulate and agree on a Network Plan, which will form part of this RIO Agreement and may be amended by the Joint Interconnection Committee in accordance with section 21 of this RIO Agreement.
- 20.2 The Network Plan will contain the necessary and specific information required to achieve Interconnection between the MPT Network and the Requesting Licensee's Network, including (but not limited to):
- (a) capacity and traffic forecasts;
 - (b) capacity orders;
 - (c) numbering plans for both Parties;
 - (d) contact points for both Parties;
 - (e) diagram of all Points of Interconnection;
 - (f) call routing;
 - (g) Circuit Identification Codes;
 - (h) transmission plan;
 - (i) switch details;
 - (j) link testing;
 - (k) testing plan;
 - (l) signalling plan;
 - (m) synchronisation plan;
 - (n) network performance;
 - (o) resilience, diversity and security;
 - (p) call handling sequences;
 - (q) operations and maintenance principles; and
 - (r) routing procedures.

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21. JOINT INTERCONNECTION COMMITTEE

- 21.1 The Parties shall establish a Joint Interconnection Committee in order to maintain the currency of the Network Plan and, unless otherwise agreed in writing, the Joint Interconnection Committee will meet at a frequency to be agreed by the Parties and recorded in the Network Plan.
- 21.2 The Joint Interconnection Committee, subject to its terms of reference to be agreed by the Parties, shall:
- (a) be the principal forum for initial and on-going technical and planning discussions between the Parties and for agreeing amendments to the Network Plan;
 - (b) manage matters relating to technical, planning, operational, billing and service aspects of Interconnection;
 - (c) agree on a specific scope of work, which may include the following:
 - (i) order status;
 - (ii) routing plans;
 - (iii) analysis of traffic levels;
 - (iv) analysis of service quality;
 - (v) capacity profiles and requirements;
 - (vi) analysis of faults during the period since the previous meeting;
 - (vii) billing processes and billing issues;
 - (viii) provision of relevant information and discussion of any required changes to either Party's Network or the Services; and
 - (ix) Forecasts.

22. REVIEW AND CHANGE OF LAW

- 22.1 Either Party may initiate a review of this RIO Agreement:

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- (a) at or around the date that is two (2) years after the date of this RIO Agreement, and thereafter at the same time as any general review of the RIO conducted by the Regulator under the Interconnection Rules; or
- (b) if any of the following have a material effect on this RIO Agreement:
 - (i) a binding instruction, decision or determination by the Regulator;
 - (ii) a condition of a Party's Licence is amended or deleted or a new condition is imposed;
 - (iii) a change in the Interconnection Rules; or
 - (iv) a change in the Telecommunications Law,

(Regulatory Event),

by serving on the other Party a notice (**Review Notice**) setting out in reasonable details:

- (c) the basis for the review; and
- (d) the issues to be discussed between the Parties.

- 22.2 In the first two (2) years of this RIO Agreement, the scope of any review conducted under section 22.1(b) may not include a review of any of the Charges or service levels stated in this RIO Agreement, unless and to the extent that the relevant Regulatory Event directly relates to a particular Charge or service level.
- 22.3 On service of a Review Notice, the Parties shall meet within a reasonable time to negotiate in good faith with regard to the matters set out in the Review Notice, with a view to agreeing any necessary amendments to this RIO Agreement.
- 22.3 The Parties acknowledge that a committee of representatives may be established between MPT, the Requesting Licensee and other Qualifying Licensees in Myanmar. If such a committee is established, the Parties shall participate in that committee in accordance with its terms of reference.
- 22.4 Nothing in this section 22 obliges a Party to agree to any amendments to this RIO Agreement. For the avoidance of doubt, the Parties agree that notwithstanding service of a Review Notice, this RIO Agreement shall remain in full force and effect.

23. GOVERNING LAW

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23.1 The interpretation, validity and performance of this RIO Agreement shall be governed in all respects by the laws of the Republic of the Union of Myanmar.

24. PUBLICATION, AMENDMENT AND MODIFICATION

24.1 This RIO Agreement will be automatically amended in accordance with any amendments approved or required by the Regulator to MPT's RIO from time to time.

24.2 Subject to section 24.1 above, any variation to this RIO Agreement will only be valid if any such variation is made in writing, agreed by the Parties and approved by Regulator.

25. ENTIRE AGREEMENT

25.1 This RIO Agreement represents the entire understanding between the Parties concerning the provision of the Services.

25.2 This RIO Agreement together with its Schedules supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RIO Agreement.

26. WAIVERS AND CONSENT

26.1 No failure on the part of either Party to exercise, and no delay on its part in exercising, any right or remedy under this RIO Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof under this RIO Agreement or the exercise of any other right or remedy. Subject to section 14 and any other section of this RIO Agreement specifying an exclusive remedy, the rights and remedies provided in this RIO Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any consent or waiver by a Party under any provision of this RIO Agreement must be in writing signed by the Party or Parties to be so bound. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

27. GOOD FAITH AND NON-EXCLUSIVITY

27.1 Each of the Parties agrees that it will act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this RIO Agreement.

Reference Interconnection Offer

27.2 The Parties acknowledge that nothing in this RIO Agreement shall prevent, limit or restrict in any way whatsoever either Party from supplying any Service to any person by means of such Party's Network. Notwithstanding any provisions of this RIO Agreement, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar Services.

28. PARTIAL INVALIDITY

28.1 If any provision of this RIO Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this RIO Agreement, or the application of such provision to other situations or circumstances shall not be affected.

29. COSTS AND EXPENSES

29.1 The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of this RIO Agreement and all documents contemplated by it, except where this RIO Agreement or those other documents expressly provide to the contrary.

30. LANGUAGE

30.1 This Agreement may be translated into other languages, but the English version prevails.

31. THIRD PARTY RIGHTS

31.1 Except as expressly provided in this Agreement, each Party which executes this Agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person, and only the Parties which execute this Agreement have a right or benefit under it.

32. ASSIGNMENT

32.1 Subject to section 32.2, neither Party may assign, charge, encumber or otherwise deal with any of its rights or obligations under this RIO Agreement, or attempt or purport to do so, without the prior written consent of the other Party (which must not be unreasonably withheld or delayed).

32.2 In connection with the corporatisation or reorganisation of MPT, MPT may assign or transfer its rights, and may novate its obligations, under this RIO Agreement to any successor entity of MPT that becomes responsible for providing Interconnection to MPT's Network.



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33. COUNTERPARTS

- 33.1 This Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.



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IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first above written.

SIGNED for and on behalf of
[Requesting Licensee]

Signed : _____

Name : _____

Position: _____

SIGNED for and on behalf of
Myanma Posts and Telecommunications

Signed : _____

Name : _____

Position: _____



Reference Interconnection Offer

ANNEX A – Non-Disclosure Agreement



Reference Interconnection Offer

Date:

Parties: Myanmar Posts and Telecommunications (“**MPT**”), and its successors and assigns; and

[**Requesting Licensee’s details**] (“**Requesting Licensee**”)

(collectively referred to as the “**Parties**” and each individually as a “**Party**”).

RECITALS:

- c) This Agreement regulates the disclosure, in connection with the negotiation and implementation of interconnection and access arrangements between the Parties and all preliminary discussions and activities relating to those arrangements, by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) of information which is confidential to the Disclosing Party.
- d) The Receiving Party agrees to maintain the confidentiality of and not disclose the Confidential Information (hereinafter as defined below) to any other person and only use that Confidential Information subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. The Parties agree to execute this Agreement as a precondition to entering into discussions and carrying out preliminary activities for the negotiation and execution of interconnection or access agreements between the Parties (any such agreement being an “**Interconnection/Access Agreement**”).

2. “Confidential Information” is information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge relating to the Disclosing Party and its business and includes but is not limited to, information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, knowhow, patent and ancillary information and other proprietary or confidential information, regardless of form, format, media including without limitation written, oral, or reduced to tangible product and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place including without limitation:

- a) Research, development or technical information, confidential and proprietary product, intellectual property rights;
- b) Business plans, operations or systems, financial and trading positions;
- c) Details of customers, suppliers, debtors or creditors;

Reference Interconnection Offer

- d) Information relating to the officers, directors or employees of the Disclosing Party and its Related Corporations;
- e) Marketing information, brochures, printed matter, rates and rate tables; and
- f) Details of the Disclosing Party's telecommunication network.

"Related Corporation" means a company which is the holding company or subsidiary of either Party or a company which shares a common holding company with either Party.

3. Except as otherwise provided in this Agreement, the Receiving Party shall keep confidential all Confidential Information of the Disclosing Party (whether disclosed to or otherwise obtained by the Receiving Party before, on or after the date of this Agreement), including all Confidential Information which:

- a) Is disclosed, communicated or delivered to the Receiving Party pursuant to negotiations or implementation of an Interconnection/Access Agreement between the Parties; or
- b) Comes to the Receiving Party's knowledge or into the Receiving Party's possession in connection with an Interconnection/Access Agreement between the Parties.

4. Except as otherwise provided in this Agreement, neither Party shall disclose to any other person the status, terms, conditions or other facts concerning the dealings between the Parties, including for the negotiations of an Interconnection/Access Agreement between the Parties.

5. The Receiving Party shall not use or copy the Confidential Information of the Disclosing Party except in connection with the Receiving Party's negotiations with the Disclosing Party of an Interconnection/Access Agreement or for such other purposes related to the provision of the interconnection-related services or facilities between the Parties as both Parties may agree in writing from time to time.

6. In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential, and shall be Confidential Information of the Disclosing Party, and that any such Confidential Information will not be divulged to any third party and will not be made use of in any way (whether for its benefit or that of any third party), except in connection with the Receiving Party's negotiations with the Disclosing Party of an Interconnection/Access Agreement or for such other purposes related to the provision of the interconnection-related services or facilities between the Parties as both Parties may agree in writing from time to time.

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7. Except as otherwise provided in this Agreement, the Receiving Party shall not disclose or communicate, cause to be disclosed or communicated or otherwise make available Confidential Information to any third party other than:

- a) The Receiving Party's directors, officers, employees, agents, contractors or representatives to whom disclosure is necessary for the purpose of negotiating the Interconnection/Access Agreement;
- b) The Receiving Party's professional adviser only to the extent necessary for that adviser to provide advice or protect the rights of the Party under this Agreement; and
- c) The Receiving Party's appointed financial adviser or appointed banker only to extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party

(each an "Authorized Person", and collectively, the "Authorized Persons").

8. The Receiving Party hereby agrees to advise the Authorized Person(s) that they are obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this Agreement. The Receiving Party may disclose some or all of the Confidential Information to the Authorized Person(s) provided that prior to such disclosure, the Receiving Party shall obtain and provide to the Disclosing Party a written undertaking in favor of the Disclosing Party from the Authorized Person(s) to comply with the terms of this Agreement as if the Authorized Person(s) is a party hereto. In any event, the Receiving Party shall remain liable for any disclosure by the Authorized Person(s) to any other person.

9. A Receiving Party may disclose Confidential Information to a Related Corporation to the extent necessary to adopt and implement an Interconnection/Access Agreement made between the Parties, subject to the Related Corporation undertaking to comply with obligations equivalent to those contained in this Agreement.

10. Save as provided in this Agreement, no news releases, public announcements or any other form of publicity concerning this Agreement or the terms of this Agreement, or the fact that the Parties may be entering into discussions in connection with an Interconnection/Access Agreement, shall be conducted or released by the Receiving Party without the prior written consent of the Disclosing Party.

11. The Receiving Party's obligations hereunder shall not apply to Confidential Information if the same is:

- a) In or enters the public domain, other than by breach by the Receiving Party or any of its Authorized Person(s) of this Agreement; or

Reference Interconnection Offer

- b) Known to the Receiving Party on a non-confidential basis prior to receipt under this Agreement, or thereafter becomes known to the Receiving Party or any of its Authorized Person(s) without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or
- c) Is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

12. Except as otherwise provided in this Agreement, a Receiving Party may not disclose the Confidential Information of the Disclosing Party except in the following circumstances:

- a) The disclosure is authorized in writing by the Disclosing Party to the extent of that authority;
- b) The disclosure is made pursuant to a directive issued by the Posts and Telecommunications Department (the "Regulator") or any other judicial, statutory or governmental agency;
- c) The disclosure is made to the Regulator:
 - i. For the purpose of registration of this Agreement or any amendment, modification or alteration of this Agreement;
 - ii. Under or pursuant to the Myanmar Telecommunications Law or under or pursuant to the Disclosing Party's or Receiving Party's telecommunications service licence;
 - iii. For the purpose of a review by the Regulator or a determination by the Regulator; or
 - iv. As otherwise specified in this Agreement or in an Interconnection/Access Agreement between the Parties;
- d) The disclosure is made to an Emergency Centre. For the purposes of this clause, "Emergency Centre" shall mean the relevant police, fire, civil defense, ambulance and coastguard services and other similar organizations providing assistance to the public in emergencies;
- e) The disclosure is made to any arbitrator or expert appointed to resolve disputes under an Interconnection/Access Agreement; or
- f) The disclosure is made pursuant to any applicable laws or regulations or the direction of a stock exchange or order of a relevant court of law.

13. The Receiving Party shall inform the Disclosing Party of any disclosures to Third Parties under Clause 12 by the Disclosing Party prior to any such disclosure.



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14. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which an ordinary person with knowledge of the confidential nature of the information would exercise.

15. Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it was disclosed.

16. The Requesting Licensee acknowledges and agrees that MPT may disclose to Sumitomo Corporation and KDDI Corporation (and their employees and advisers) any Confidential Information that MPT may receive from or on behalf of the Requesting Licensee.

17. Each Party acknowledges that a breach of this Agreement by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

18. All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information has ended or when this Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

19. This Agreement shall be effective and binding from the date of execution and will continue until termination or expiry of any Interconnection/Access Agreement entered into between the Parties, unless terminated earlier in accordance with clause 20 herein.

20. This Agreement shall terminate upon the occurrence of the any of the following events:

- a) By written agreement between the Parties; or
- b) When either Party notifies the other in writing electing to discontinue the negotiations for entering into an Interconnection/Access Agreement.

Notwithstanding the termination of this Agreement, if an Interconnection/Access Agreement between the Parties is not executed, the obligation to maintain confidentiality of the Confidential Information provided hereof and the



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undertakings and obligations in this Agreement shall continue for five (5) years from the date of termination of this Agreement.

21. Nothing contained in this Agreement shall be deemed to grant the Receiving Party either directly or by implication, any right, by license or otherwise, under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information of the Disclosing Party.

22. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.

23. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.

24. Each provision of this Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable, the remainder shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties as expressed herein.

25. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.

26. All Confidential Information of a Disclosing Party is provided 'as is'. The Disclosing Party makes no representation and gives no warranty in respect of the accuracy or fitness for purpose of any Confidential Information.

27. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of the Union of Myanmar.

28. It is irrevocably agreed that the Courts of the Republic of the Union of Myanmar shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement shall be brought in such Court and that the Parties hereby submit to the exclusive jurisdiction of such Court.



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29. The Parties acknowledge that this Agreement continues in full force and effect regardless of variations, assignments or termination of other Agreements between the Parties.

IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first above written.

SIGNED for and on behalf of
[Requesting Licensee]

Signed : _____

Name : _____

Position: _____

In the presence of

Signed : _____

Name : _____

Position: _____

SIGNED for and on behalf of

Myanma Posts and Telecommunications

Signed : _____

Name : _____



Reference Interconnection Offer

Position: _____

In the presence of

Signed : _____

Name : _____

Position: _____