

IRREVOCABLE UNDERTAKING

TO: The Office of the Telecommunications Authority (the "**Authority**")
29th Floor, Wu Chung House
213 Queen's Road East
Wanchai
Hong Kong

FROM:	[Insert name and address of person giving undertaking] <p style="text-align: right;">(the "Relevant Person")</p>
DATE:	[Insert date]

1. Background

1.1 The Authority has issued a notice dated 18th July, 2001 pursuant to section 321 of the Telecommunications Ordinance (Cap. 106) and the Telecommunications (Method for Determining Spectrum Utilization Fees) (Third Generation Mobile Services) Regulation and all other powers enabling him to specify the terms and conditions of the Auction and the payment of the Spectrum Utilization Fee (the "**Notice**") and

[Insert name of Connected Bidders]

is a Connected Bidder within the definition of "Connected Bidder" contained in paragraph 1.2.1 of the Notice (the "**Relevant Connected Bidder**").

1.2 The Relevant Person is a person within subparagraphs (a)/(b)/(c)* of the definition of "Connected Bidder" with respect to the Relevant Connected Bidder.

1.3 Pursuant to paragraph 4.6.11 of the Notice, the Relevant Connected Bidder has agreed to provide an irrevocable undertaking to the Authority on the terms set out in this undertaking and in accordance with the requirements set out in paragraph 4.6.11.

1.4 For the purposes of this undertaking, all defined terms shall have the same meanings as provided in the Notice, unless expressly provided otherwise, and shall apply notwithstanding that all stages of the Auction have completed in accordance with the terms and conditions of the Notice.

2. Irrevocable Undertaking

2.1 In consideration of the Authority inviting the Relevant Connected Bidder to participate in the Third Phase, the Relevant Person:

- (a) undertakes and agrees with the Authority:
 - (i) to enter into a legally binding agreement or other arrangements with respect to the Bidding Interest or 2G Interest or both which has caused the Relevant Connected Bidder to be a Connected Bidder in relation to any other Provisional Successful Bidder (including, without limitation, the disposal of any Participation or Indirect Interest or both) which have the legal effect that immediately following the completion of the agreement or other arrangements the Relevant Connected Bidder would no longer be a Connected Bidder in relation to any other Provisional Successful Bidder for the purposes of the Second Phase and the Third Phase;
 - (ii) to complete the agreement or other arrangements referred to in subparagraph (i) within six months from the date of the Third Phase Notice;
 - (iii) to provide to the Authority all information which the Authority reasonably requests to enable the Authority to assess whether the Relevant Person is able to and will comply with this irrevocable undertaking;
 - (iv) to provide the Authority with all necessary evidence to show that the Relevant Connected Bidder has ceased to be a Connected Bidder; and
 - (v) not to enter into any agreement or other arrangement within six months from the date on which the Relevant Connected Bidder ceased to be a Connected Bidder which would have the effect of the Relevant Connected Bidder becoming a Connected Bidder in relation to any other Provisional Successful Award Bidder; and
- (b) represents and warrants to the Authority that:
 - (i) in giving, and performing its obligations under, this undertaking, it shall not violate or conflict with, or exceed any limit imposed by any law or regulation to which it is subject, its memorandum and articles of association (or equivalent constitutional document) and any other agreement, instrument or undertaking binding on it; and
 - (ii) any information provided in accordance with paragraph 2.1(a)(iii) and (iv) is true and accurate in all respects.

3. Additional Provisions

The following additional provisions apply to this undertaking:

- (a) if there is a conflict between this undertaking and the Notice, the Notice shall prevail;
- (b) this undertaking shall bind any successor of the Relevant Person; and
- (c) this undertaking shall be governed by Hong Kong law and the Relevant Person submits to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in relation to this undertaking.

IN WITNESS WHEREOF this undertaking has been executed as a deed on the date above.

The common seal of [the*] :

was affixed in the presence of :

	[Insert name of person giving undertaking]
	[Insert names of two directors or one director and the company secretary who should also sign as witnesses]
	[Affix common seal of the person giving undertaking]

* delete as appropriate

** execution clause to be amended as appropriate in accordance with the Relevant Person's constitutional documents