

**Agreement for Broadband Copper Local Loop  
and  
Exchange Co-location Services**

THIS AGREEMENT (“Agreement”) is made on \_\_\_\_\_

BETWEEN

and

AND

(Each a “Party” and collectively the “Parties”).

WHEREAS: -

- A. \_\_\_\_\_ has established Broadband Copper Local Loop and Exchange Co-location Services.
- B. The Licensee now acquires service pursuant to the Tariff and may continue to do so. The Licensee and \_\_\_\_\_ have agreed new pricing and other terms for the services described in the Tariff. This Agreement modifies the Tariff as it applies to the Licensee. Except as set out below, the terms, conditions and rates of the Tariff shall apply.

IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires or unless otherwise defined herein, words defined and expressions used in the Tariff (either expressly or by reference) shall have the same meanings when used herein.

“Committed Service Period” has the same meaning ascribed to it in Clause 3.1.

“Discounted BCLL-FB Periodic Charge” means the discounted monthly periodic charge payable by the Licensee to \_\_\_\_\_ with respect to the provisioning of each BCLL-FB set out in the table under Clause 3.1 for the corresponding Volume Commitment and/or Committed Service Period.

“Effective Date” means

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“HKS” means the lawful currency of Hong Kong.

“Tariff” means Standard Terms and Conditions for the Commissioning of Broadband Copper Local Loop and Exchange Co-location Services tariff which was amended by the Revised Terms and Conditions and any other amendments, modifications or revisions made from time to time.

“Volume Commitment” has same meaning ascribed to it in Clause 3.1.

- 1.2 In this Agreement, unless the context otherwise requires, (a) the word person includes a body corporate, a firm, an unincorporated association or an authority; (b) the headings of the Clauses or paragraphs contained herein are for convenience only and shall not define, limit, describe or constitute the contents of such Clauses and paragraphs; (c) words importing a gender include any other gender; (d) a reference to a Party includes its successors and permitted assigns; (e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; (f) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference; and (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

## 2. Term and Incorporation by Reference

- 2.1 This Agreement shall commence on the Effective Date and unless otherwise terminated in accordance with this Agreement, shall remain in full force and effect until the expiry of \_\_\_\_\_ years from the Effective Date (“Term”). The Parties agree to review and discuss the way forward for the arrangement of BCLL-FB provided under this Agreement \_\_\_\_\_ months prior to \_\_\_\_\_.
- 2.2 Subject to the provisions of this Agreement, the provisions of the Tariff shall be deemed to be incorporated into this Agreement as if set forth fully herein and shall form part of this Agreement. If there is any conflict between the provisions of this Agreement and the Tariff, the provisions of this Agreement shall prevail. For the avoidance of doubt, the Parties agree that the arrangement provided under this Agreement shall be separate from and independent of the arrangement provided under the Tariff.

## 3. Volume Commitment and Committed Service Period

- 3.1 In relation to BCLL-FB provided by \_\_\_\_\_ to the Licensee under this Agreement, the Licensee is, entitled to the corresponding Discounted BCLL-FB Periodic Charge if the Licensee manages to maintain the relevant level of volume commitment (“Volume Commitment”) of BCLL-FBs at all times during the corresponding committed service period (“Committed Service Period”) set out below.

Committed Service Period	Discounted BCLL-FB Periodic Charge	
	Volume Commitment (1 to 1,000 BCLL-FBs)	Volume Commitment (1,001 to 5,000 BCLL-FBs)
Less than 1 year	HK\$175.0	HK\$175.0
1 year to less than 2 years	HK\$175.0	HK\$168.0
2 years to less than 3 years	HK\$175.0	HK\$164.5
3 years to less than 4 years	HK\$175.0	HK\$154.0
4 years to less than 5 years	HK\$175.0	HK\$140.0
5 years to less than 6 years	HK\$175.0	HK\$122.5

#### 4. Confidentiality

4.1 Each party shall not disclose the terms of this Agreement except in the following circumstances:

- (i) with the prior written consent of the other party;
- (ii) to its employees, professional advisors, consultants and authorised representatives (including to such persons representing its group undertakings) but only to the extent that disclosure is necessary for purpose of this Agreement; or
- (iii) where disclosure is required by law, by a court of competent jurisdiction, by the rules of any stock exchange or by another appropriate regulatory body, provided that all reasonable steps to prevent such disclosure shall be taken, the disclosure shall be of the minimum amount required, and the receiving party consults the disclosing party first on the proposed form, timing, nature and purpose of the disclosure wherever possible under the relevant law, rules or court order.

#### 5. General

- 5.1 This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by the authorised representatives of the Parties.
- 5.2 Failure or delay of any Party at any time to take action against the other Party as provided in this Agreement will not affect such first-mentioned Party's right to require full performance of this Agreement at any time thereafter. Waiver by any Party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach nor in any way affect any right, power or remedy of that Party under this Agreement.
- 5.3 If any provisions of this Agreement are construed to be illegal, invalid or unenforceable, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal, invalid or unenforceable provisions shall be deemed to be deleted from this Agreement and no longer incorporated but all

