

INTERCONNECTION AGREEMENT

BETWEEN

AND

Commercial-in-Confidence

INTERCONNECTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____

BETWEEN

whose registered office is situated at

()

AND

(

WHEREAS

1. Each party is a holder of a valid Public Radiocommunication Service Licence issued by the Telecommunications Authority and is engaged in telecommunications operations in the territory of Hong Kong.
2. Both parties are desirous of interconnecting their respective mobile telecommunications networks by way of leased circuits linking between both parties' networks directly on the terms and conditions set out in this Agreement.

NOW THEREFORE it is agreed as follows :

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires the following expression shall have the following meanings :-

"Commencement Date" means the date on which this Agreement is signed by both parties;

"Confidential Information" means the terms of this Agreement and any and all written, oral or other tangible form of information, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software

programs, marketing plans or techniques, customer names, technical, financial or business information, trade secret which include but is not restricted to any portion or phase of scientific or technical information, design, process, procedure, formula or improvement which is not generally available to the public and that gives the one who uses it an advantage over competitors who do not know of or use the trade secret, whether or not marked "Confidential";

"GN Database" means the database that provides translation of the ported number into the gateway number for routing of telecommunications traffics among the mobile phone networks;

"Interconnection" means a direct interface established between each party's Network;

"Network(s)" means the telecommunications network of each party providing either the Public Mobile Radiotelephone Services and/ or Personal Communications Services;

"Telecommunications Authority" means the Telecommunications Authority appointed under the Telecommunications Ordinance;

"Telecommunications Ordinance" means (Cap. 106) of the laws of Hong Kong Special Administrative Region.

1.2 In this Agreement unless the context otherwise requires :

- (i) a reference to an ordinance includes any amendment, replacement or re-enactment and includes any by-laws, rules, regulations, orders, notices, directions, consents or permissions made under it and any conditions imposed by it;
- (ii) headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;
- (iii) the singular includes the plural and vice versa;
- (iv) a reference to this Agreement includes all the Schedule(s) and their contents shall have the same force and effect as if expressly set out in the body of this Agreement.

2. Scope of Cooperation

2.1 Both parties agree to interconnect their respective Networks in the manner set forth in this Agreement and is more particularly described in Schedule 1

- 2.2 Each party shall use all reasonable endeavours to work with the other party diligently on the technical arrangement and testing procedures to the extent that the Interconnection contemplated herein can be successfully implemented in a timely manner.
- 2.3 Each party shall use all reasonable endeavours to ensure high availability of its Network at all times and shall correct all reported faults within the shortest possible time in light of the surrounding circumstances insofar as the interruption to the Interconnection will be kept minimum.

3. Leased Circuits

- 3.1 Leased circuits shall be utilized to interconnect the Networks between and directly. The number of circuits shall be mutually agreed between and from time to time and either party shall at its own discretion to choose its services provider to provide the leased circuits for all incoming traffics to its Network.
- 3.2 Both parties shall negotiate in good faith and in a timely manner to have additional leased circuit(s) to accommodate any expansion of traffic.
- 3.3 For the avoidance of doubt, each party is responsible for the installation charges and monthly rental of all the leased circuits required for delivery of terminating traffic to its own Network under this Agreement.

4. Traffic

- 4.1 Save and except in the case of unavailability of capacity on the leased circuits for interconnection, shall at all times deliver its mobile traffics which are originating from its subscribers and terminating at subscribers via the Interconnection. shall allow such mobile traffics from the Interconnection to terminate at the designated subscribers of its Network.
- 4.2 Save and except in the case of unavailability of capacity on the leased circuits for interconnection, shall at all times deliver its mobile traffics which are originating from its subscribers and terminating at subscribers via the Interconnection. shall allow such mobile traffics from the Interconnection to terminate at the designated subscribers of its Network.
- 4.3 Each party shall inform relevant personnel of the other party as listed in Schedule 2 of any disturbance of mobile traffics observed in the Interconnection as soon as practicable.

5. Suspension of Services

5.1 Either party (the "Requesting Party") may without terminating this Agreement and incurring any liability, immediately suspend the Interconnection in whole or in part at any time if :-

- (i) the Requesting Party would be permitted to terminate this Agreement under Clause 11;
- (ii) the Requesting Party is obliged to comply with an order, instruction or request of government, the Telecommunications Authority or other competent authority;
- (iii) the Requesting Party needs to maintain, repair, modify or upgrade its Network. The Requesting Party shall give the other party the maximum period of notice practicable in the circumstances if it needs to suspend such Interconnection with reasons and in any event, except in the case of emergency, not less than three (3) working days prior written notice ;
- (iv) the Requesting Party needs to repair a fault in its Network or in any network equipment as a result of any unforeseen outage or any other reason beyond the Requesting Party's control. The other party acknowledges that the Requesting Party may not be able to give any notice of suspension of Interconnection in such circumstance. Nevertheless, the Requesting Party shall notify the other party as soon as it is practicable to do so; or
- (v) there has been unauthorized, unlawful or fraudulent use of the Interconnection which may potentially cause damage or interference to the Requesting Party's Network. In such event, no prior notice shall be required.

5.2 If the Requesting Party suspends the Interconnection, or any of them, due to any event in 5.1, nothing herein shall prejudice its right to terminate this Agreement later in respect of that or any other event.

6. Costs

6.1 Save and except expressly provided otherwise in this Agreement, each party shall bear its own costs and expenses arising from or in connection with the Interconnection, any adjustment, augmentation, upgrading, enhancement, alteration of its system, the Network, GN Database and operational parameter as a result of the cooperation herein.

7. Compliance with Laws and Obligations

7.1 Each party shall ensure that it:

- (i) obtains and maintains all licenses, approvals, consents and authorizations necessary for it to perform its obligations under this Agreement; and
- (ii) complies at all times with all relevant laws and obligations, including without limitation any applicable license issued under the Telecommunications Ordinance.

8. Confidentiality

8.1 Each party agrees to keep and procure to be kept secret all Confidential Information disclosed by the other party pursuant to this Agreement or during the course of negotiations relating to it.

8.2 Each party shall be entitled to reveal Confidential Information relating to the other party only to its directors, officers, employees, professional advisors, contractors and financiers on a need-to-know basis to perform their duties for the purpose of this Agreement. Each party shall require its directors, officers, employees, professional advisors and contractors to observe the obligation of confidentiality contained in this Clause 8.

8.3 Each party shall not at any time divulge, disclose or otherwise furnish to any third party any Confidential Information of the other party without the prior written consent from the other party.

8.4 The provisions of this Clause 8 shall not apply, however, to any part of the Confidential Information which:

- (i) was already known to the recipient party prior to receipt thereof;
- (ii) was acquired by the recipient party from a third party having the right to convey the Confidential Information to the recipient party without any obligation of confidentiality not to disclose the same;
- (iii) is independently developed by the recipient party;
- (iv) is approved for release by prior written authorisation by the owner of the Confidential Information; or

- (v) is required by law or a regulatory body or pursuant to a judicial order to be disclosed provided in such event, the owner of the Confidential Information shall be informed of as early as possible before such disclosure

9. Limitation of Liability

9.1 Save and except there is a breach of Clause 8 hereunder, neither party shall be :

- (i) liable to the other in contract, tort (including negligence) or otherwise for any indirect, consequential, special loss or damage including but not limited to loss of revenue, business, contracts, anticipated savings or profits, loss of data or goodwill, loss of use or value of any equipment including software; and
- (ii) responsible for any loss, damages, compensation, proceedings, costs and expenses sustained by the other party as a result of the Interconnection herein.

10. Term

10.1 This Agreement shall commence on the Commencement Date and shall continue for a minimum period of two (2) years and either party can terminate this Agreement upon three (3) months' prior written notice to the other party after the expiration of the minimum period of two (2) years. Notwithstanding the foregoing, either party can terminate this Agreement earlier in accordance with Clause 11.

11. Termination

11.1 This Agreement shall be determined earlier if :

Without prejudice to any other rights or remedies it may have (whether under this Agreement or at law or in equity), either party may terminate this Agreement, immediately by serving written notice on the other party if:

- (i) any license, consent or approval required in connection with this Agreement is revoked, withdrawn, suspended or terminated;
- (ii) the Interconnection herein is in contravention of the Telecommunications Ordinance or any rules, regulations or direction of the Telecommunications Authority.

- (iii) the other party commits a breach of any material obligation under this Agreement and, in the case of a remediable breach, fails to remedy the breach after receiving 30 days written notice to do so; or
- (iv) the other party becomes Insolvent.

11.2 In this Clause, "Insolvent" means the appointment of, or the application to a court for the appointment of, a liquidator, provisional liquidator, receiver or manager, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind it up, or becoming unable to pay its debts as and when they fall due or becoming deemed to have become unable to pay its debts as and when they fall due within the meaning of section 178 of the Companies Ordinance (Cap. 32) of the laws of Hong Kong.

11.3 Termination or suspension of this Agreement (in whole or in part) shall not prejudice or affect any right of action or remedy which have accrued or will thereafter accrue to either party before the date of termination or suspension.

12.1 Non-exclusivity

12.1 Both parties agree that the cooperation and arrangement contemplated herein are on a non-exclusive basis.

13. Dispute Resolution

13.1 In the event of a dispute arising under this Agreement, the parties agree to discuss and negotiate the issues, with informal escalation within the parties' organizations as necessary to pursue and achieve resolution as expeditiously as possible.

13.2 If a resolution cannot be achieved through informal negotiations between the parties as described above within 60 days, either party may serve upon the other a written notice that negotiations have reached an impasse and the dispute shall be resolved between the Senior Management of both parties.

13.3 The provisions of this Clause 13 shall be without prejudice to either party's ability to apply for and obtain injunctive relief in the courts.

14. Force Majeure

14.1 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Force Majeure shall mean any circumstances beyond the reasonable control of a party, including without limitation, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other industrial or trade disputes, fires, explosions, storms, floods, lightening, earthquakes and other natural calamities.

14.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, non-performance or breach of any of its obligations hereunder to the extent that such delay, non-performance or breach is due to any Force Majeure of which it has notified the other party pursuant to this Clause.

14.3 If the Force Majeure in question prevails for a continuous period in excess of three (3) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.

15. Notice

15.1 Any notice required to be served hereunder shall be deemed sufficiently served if sent by facsimile or ordinary post to the address specified below. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

Attn. :
Facsimile No. :
Telephone No. :

Attn. :
Facsimile No. :
Telephone No. :

16. Governing Law and Jurisdiction

16.1 This Agreement is governed by the laws of Hong Kong Special Administrative Region and the parties irrevocably submit to the non exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

17. General provisions

17.1 Each party represents that the person who signs this Agreement on its behalf has the authority to act in that capacity.

17.2 Any amendment or variation to this Agreement shall not be valid unless it is in writing and signed by both parties.

17.3 Nothing herein is intended to create or deemed to create a partnership, joint venture, agency or any form of business association between the parties.

17.4 Except as specifically provided herein, this Agreement represents the entire agreement (inclusive of schedules to this Agreement and any subsequent schedules as may be agreed between the parties) between the parties herein and shall supersede all prior representations, promises and proposals, whether they be oral or written.

17.5 If any provisions of this Agreement are construed to be unenforceable or illegal, they shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

17.6 Neither party shall assign or otherwise deal with any of its rights and obligations under this Agreement, provided that either party may with the other party's prior written consent (not to be unreasonably withheld), assign its rights and obligations under this Agreement to an affiliated, holding or subsidiary company.

17.7 Each party shall bear its own costs and expenses in relation to approving, negotiation and execution of this Agreement.

18. Direct Interconnection provisioned

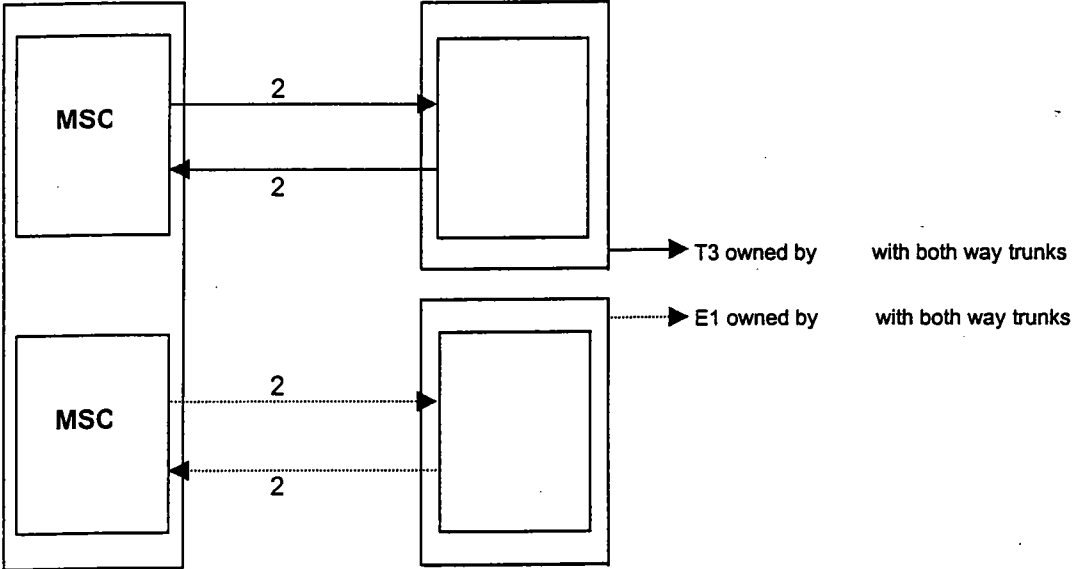
Both parties acknowledge and agree that prior to the Commencement Date, both parties have 1 direct interconnection between their Networks since 2 Feb 2002.

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

Signed by _____)
for and on behalf of _____)
in the presence of _____)

Signed by _____)
for and on behalf of _____)
in the presence of _____)

SCHEDULE 1
Network Interconnection diagram in Phase 1
4 E1 in each direction by



		Network number
		Mobile number

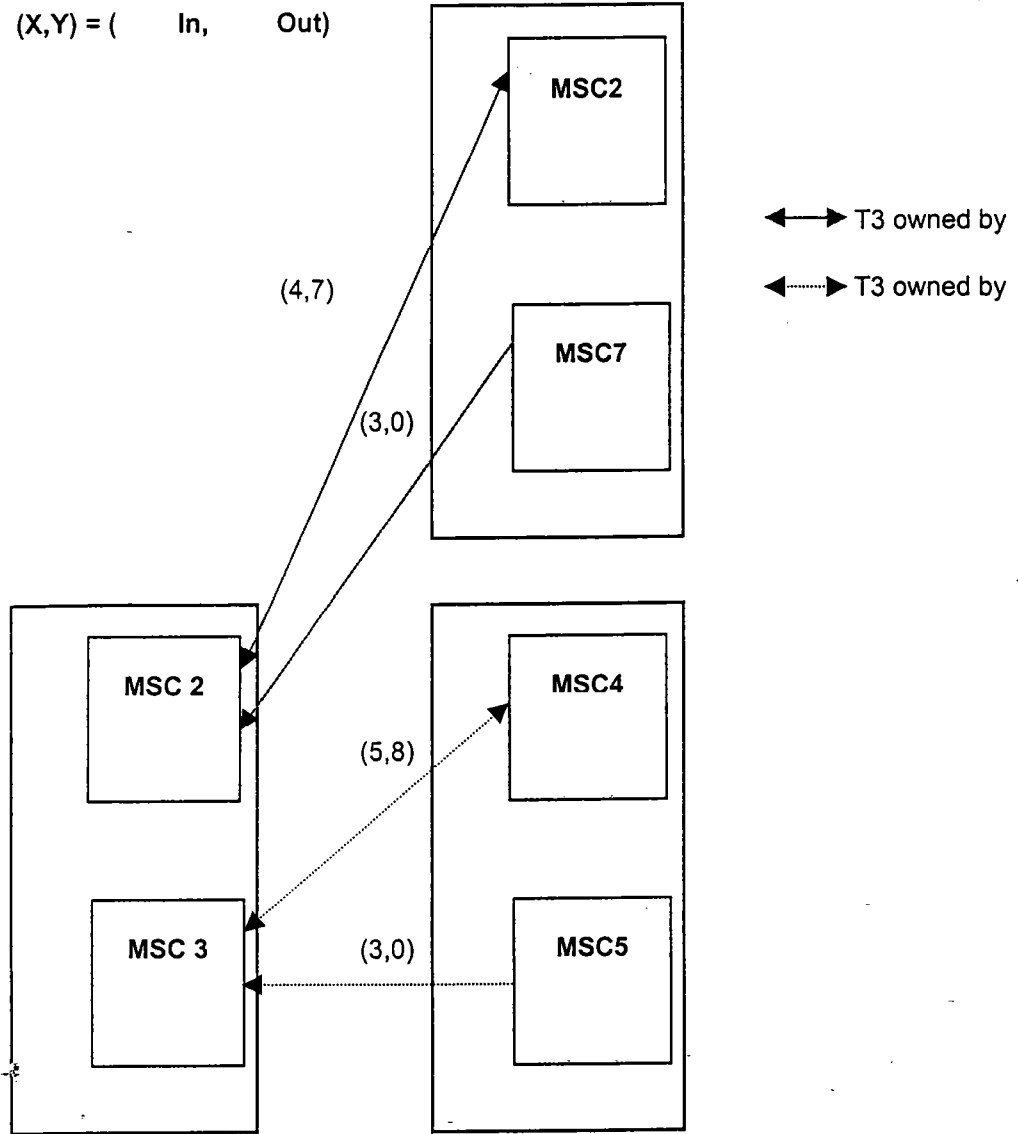
		Network number
		Mobile number

SCHEDULE 1

Network Interconnection diagram in Phase 2

2 x T3

(X,Y) = (In, Out)



SCHEDULE 2

Contact Point between

Contact Points	Name	Office Hour	Non-office Hour	Mobile	Pager	FAX
Network Management Centre Weekday :- 24 hr. round the clock Saturday & Sunday :- 24 hr. round the clock.	Duty Officer					
Duty Engineer						
Switching Operation Manager						

Contact Point of O&M for Direct connection service

Contact Point	Name	Office Hour (Mon to Fri)	Non-Office Hour	Mobile	Pager	Fax	E-mail
Network Operation Centre (Office Hour) ECO (24 hrs)		09:00:16:30					
Senior Engineer							
Switching Operation Manager							

Contact Point of _____ O&M for Direct connection service

Contact Point	Name	Office Hour (Monday-Friday) (9:00 AM - 5:00 PM)	Non-office Hour	Mobile	Pager	E-mail
Network Operation Center (Office Hour)			1			
ECO (24 hrs)						
Engineer						
Senior Engineer						
Switching Operation Manager						
Manager, Switching Network						