

Dated

**Inter-Operator Video Call Interconnection
Agreement**

Between

("Operator 1")

And

("Operator 2")

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INTERCONNECTION AGREEMENT

BETWEEN

_____, a company incorporated under the laws of Hong Kong, whose registered office is at _____ (Operator 1);

AND

_____ of a company incorporated under the laws of Hong Kong, whose registered office is at _____ (Operator 2)

EFFECTIVE DATE: [_____]

BACKGROUND:

- A. Operator 1 hold _____ and Operator 2 hold _____ granted under the Telecommunications Ordinance to establish networks and provide public mobile telecommunications services in Hong Kong.
- B. Operator 1 and Operator 2 wish to provide Video Call Interconnection services between their respective telecommunication Networks on the terms and conditions as set out in this Interconnection Agreement.

OPERATIVE PROVISIONS:

1 STRUCTURE, INTERPRETATION AND DEFINITIONS

1.1 This Inter-Operator Video Call Interconnection Agreement or "Interconnection Agreement" comprises:

- (a) clauses 1 to 17, which are the main body of this Interconnection Agreement;
- (b) Schedule 1 - Dictionary and Rules of Interpretation;

- (c) Schedule 2 – Services;
- (d) Schedule 3 – Charges and Settlement;
- (e) Schedule 4 - Provisioning; and
- (f) Schedule 5 – Contact points.

1.2 Unless otherwise specified:

- (a) the rules of construction and interpretation of this Interconnection Agreement are set out in the Dictionary in Part 1 of Schedule 1; and
- (b) capitalised words used in this Interconnection Agreement have the meanings given to them in the Dictionary in Part 2 of Schedule 1.

2 COMMENCEMENT, DURATION AND REVIEW

2.1 This Interconnection Agreement commences on the Effective Date and continues in force until terminated in accordance with Clause 11.

2.2 If the rights and obligations of either of the Parties under this Interconnection Agreement are affected or are likely to be affected by:

- (a) any amendment to or repeal of the Telecommunications Ordinance or any provision thereof or of any condition of a Party's Licence; or
- (b) any statement, determination, ruling or direction of the Regulator; or
- (c) either Party reasonably believing, based on some action of the Regulator, that a part of this Interconnection Agreement contravenes or may contravene any provision of an Applicable Law, either Party's Licence or other statutory requirements,

the Parties shall meet as soon as practicable and negotiate in good faith any variation to this Interconnection Agreement that may be necessary or appropriate to ensure consistency with the Applicable Law, ruling or directive of the Regulator or

such other regulatory requirement and if the Parties cannot agree on any such variation, the terms of clause 14 apply.

- 2.3 For the avoidance of doubt, and notwithstanding the interconnection of the Parties' Networks, neither Party shall hand over to the other Party, nor has any obligation to convey traffic of any category, unless the other Party has agreed to provide the relevant Service.

3 DUTY TO PROVIDE SERVICES AND PROVISIONING

- 3.1 The Parties must connect and keep connected their respective Networks at Points of Interconnection in accordance with this Interconnection Agreement and to the extent permitted by the Parties' respective Licences and the Applicable Laws.
- 3.2 Subject to clause 3.3, each Party (as an **Access Provider**) must supply the Services requested by the other Party (as an **Access Seeker**) in accordance with and subject to the requirements specified in this Interconnection Agreement and including the relevant Service Descriptions.
- 3.3 The Access Seeker shall comply with the forecasting and other procedures set out in clause 8 and Schedule 4 (Provisioning) except to the extent that the terms in a Service Description may override, vary or supplement these procedures.
- 3.4 Each Party shall comply with the Service Description, in so far as they apply to the provision of Services.
- 3.5 The Parties must observe all standards and operating guidelines relevant to the interconnection of their Networks, in the order of precedence specified below:
- (a) any legal requirements imposed upon each of them including requirements under the Telecommunications Ordinance (Cap. 106) and the Parties' respective Licences;
 - (b) Service Description;
 - (c) any international, regional and national standards including ITU, 3GPP, ETSI and ANSI as agreed by both Parties.

3.6 Each Party must comply with the Hong Kong Numbering Plan in relation to the Services and supply of services using the Services.

3.7 As a condition of providing Services to it, the Access Seeker agrees that it must not use Services provided by the Access Provider as part of services or products that the Access Seeker provides to non-Access Seeker Customers.

4 CUSTOMER RELATIONSHIPS

4.1 The relationship between the Parties is one of independent contractors only and nothing in this Interconnection Agreement may be construed to constitute a relationship of agency or partnership between the Parties. Each Party remains fully responsible for its own acts and defaults (including those of its Representatives). Neither Party is authorised to bind the other Party to any obligation. The Parties and their Representatives must not engage in any conduct that may lead any person to believe that it is an employee, agent or representative of the other Party.

4.2 The Access Seeker has no right to set off bad debts arising from its provision of a service to an Access Seeker Customer against any sum due, accrued or payable in respect of any Service supplied by the Access Provider under this Interconnection Agreement that forms part of, or is incidental to, the provision of the relevant service.

4.3 The Access Seeker must not represent that the Access Provider:

(a) participates (other than as a wholesale supplier) in the provision of the Access Seekers' services, or is a supplier, to the Access Seeker's Customers, or that the Access Seeker is approved by, or an agent or dealer of, or affiliated with, the Access Provider; or

(b) has a preferred relationship with the Access Seeker, including in respect of special prices or services.

5 CHARGES

5.1 Subject to Schedule 3 (Charges and Settlement), each Party must pay the other Party the Charges for the Services.

- 5.2 A Party must pay Charges in Hong Kong Dollars within the time limit set out in Clause 6.1.

6 BILLING AND PAYMENT

- 6.1 The Access Provider shall invoice the Access Seeker no later than the 15th day of each calendar month ("**Invoice Date**") for each Service for the immediate preceding month. The Access Seeker shall settle the undisputed portion of the invoices within 45 days after the receipt of the invoice ("**Due Date**").

- 6.2 If payment is not received by the Access Provider by the Due Date, the Access Seeker may at its sole discretion charge interest on the undisputed amount outstanding from the Due Date at the rate of 2.0% per annum over the prevailing prime rate of the Hongkong and Shanghai Banking Corporation Limited in Hong Kong until payment of the undisputed amount is made.

- 6.3 Each Party agrees that discrepancies for each Service arising from a monthly invoice shall not be disputed if the aggregate discrepancy is less than HK\$1,000 or 1% of the total net amount of the total charge payable by the Access Seeker or due to the Access Provider, whichever amount is higher. Subject to the previous sentence, a Party may set-off any undisputed amounts payable pursuant to this Interconnection Agreement against any amount which it is owed by the other Party under this Interconnection Agreement.

- 6.4 For the avoidance of doubt, the Parties acknowledge that each Party is responsible for billing, and collecting its charges from, its own Customers for the services it provides to them including, in its capacity as an Access Seeker, for services supplied to Access Seeker Customers using the Services, except where a Service Description expressly provides otherwise or the Parties expressly agree otherwise in writing.

7 NETWORK PROTECTION AND SAFETY

- 7.1 Each Party is responsible for the safe operation of its Network, and must, so far as is reasonably practicable, take all necessary steps to ensure that its Network, its Network operations and implementation of this Interconnection Agreement:

- (a) do not endanger the safety or health of any person, including the Representatives of the other Party; and

- (b) do not cause physical or technical harm to the other Party's Network, including causing damage, interfering with or causing deterioration in the operation of that Party's Network.

7.2 Each Party must manage its Network to minimise disruption to Services and in the event of interruption or failure of any Services, must notify the other Party of the interruption or failure and restore those Services as soon as is reasonably practicable.

7.3 A Party must:

- (a) not use or knowingly 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 Applicable Law; and
- (b) as an Access Seeker, be responsible to the Access Provider for anyone else who uses any Service or any part of any Service provided to the Access Seeker, or does anything unauthorised relating to a Service or any part of any Service.

7.4 Each Party shall ensure that its Network and operating procedures comply in all respects with the safety requirements established by the Parties.

8 FORECASTS

8.1 Each Party shall provide the other Party with Forecasts (if any are required) in accordance with Schedule 4 (Provisioning).

9 CREDIT MANAGEMENT AND SECURITY

9.1 A Party must provide, at its sole cost and expense, and maintain for the term of this Interconnection Agreement, any Security required by the other Party or as varied from time to time under this clause 9.

9.2 A Party may at any time review the creditworthiness of the other Party if:

- (a) it ceases to have an Acceptable Long Term Credit Rating;

- (b) the other Party becomes Insolvent;
- (c) a Change of Control occurs in respect of the other Party;
- (d) the other Party has failed to pay Charges when due at any time during the term of this Interconnection Agreement;
- (e) the other Party breaches the terms of any Security provided under this clause 9;
- (f) in the first Party's reasonable opinion, there has been a material adverse change in the other Party's financial position;
- (g) the total Charges disputed by the other Party in a three month period exceeds the total charges disputed in the previous three month period by 20% or more; or
- (h) the other Party wishes to obtain new Services under this Interconnection Agreement.

9.3 A Party ("First Party") must provide the other Party with all information requested by the other Party in respect of the First Party's creditworthiness within five Business Days after the other Party's request so the First Party may conduct a creditworthiness assessment.

9.4 If having conducted a creditworthiness assessment, the First Party considers that the creditworthiness of the other Party does not meet its reasonable requirements, or if the other Party fails to comply with any provision of this clause 9, then the First Party may require the other Party to provide a new Security or to vary the amount or type of an existing Security.

9.5 If the First Party requests a new or varied Security under clause 9.4, then the other Party must, in the form and on terms acceptable to the First Party, provide the new or varied Security within five Business Days of the request being made.

9.6 A Party must, unless otherwise agreed by the First Party maintain any Security provided to the First Party under this clause 9 until the expiry of a six month period after the later to occur of:

- (a) termination or expiry of this Interconnection Agreement; and
- (b) payment to the First Party of all outstanding Charges and other amounts payable by the other Party under this Interconnection Agreement.

9.7 A Party may exercise its rights under any Security in respect of any amounts payable by the other Party under this Interconnection Agreement or any Schedule, or to compensate itself for any loss, liability or expense it suffers or incurs as a result of any breach by the other Party of this Interconnection Agreement.

9.8 Each Party warrants to the other Party that by providing information to the other Party under clause 9.3, except to the extent otherwise disclosed in writing to the other Party at the time of the provision of such information:

- (a) that such information constituted true and fair statements of the financial or other positions of the Party as at the date to which they were prepared; and
- (b) there has been no material adverse change in the Party's financial or other position between the date on which any such information was prepared and the date on which the information was provided.

9.9 As a statement of general principle, the amount of any Security under this clause 9 will be calculated by reference to the aggregate value of the Charges likely to be payable by the other Party under this Interconnection Agreement over a reasonable period of time and the combined value of the equipment and other assets of the First Party that may be put at risk through the grant of any Service to the other Party. For the avoidance of doubt, the First Party may use any estimates, forecasts or any other statements made or provided by the other Party in making this calculation.

9.10 In addition to the First Party's other rights and remedies, if the other Party has at any time failed to pay Charges by the due date, the First Party may require the other Party to pay future Charges in respect of such Services on presentation of invoice or in advance, in which case the assessment of Charges will be based on the highest level of Charges in respect of such Services in the three charging periods prior to that in respect of which the Charges are to be paid.

10 **LIABILITY AND INDEMNITY**

- 10.1 Notwithstanding any other provision of this Interconnection Agreement, under no circumstances whatsoever (including negligence or breach of statutory duty) shall a Party be liable to the other Party or to any other person, body of persons or corporation for any indirect or consequential loss including loss of revenue, business or profits suffered or alleged to have been suffered by the other Party or any other party or any other person, body of persons or corporation resulting from any reason or cause whatsoever under this Interconnection Agreement.
- 10.2 The aggregate liability of one Party to the other Party under this Interconnection Agreement shall be the amount which is the same as the total fees received by that Party from the other Party for a period of 12 months prior to the accrual of the liability, or if this Interconnection Agreement has been in force for less than 12 months, that particular period.
- 10.3 If any Applicable Law implies warranties or conditions or imposes obligations on a Party that cannot be, or can only to a limited extent be, excluded, restricted or modified, then to the extent to which that Party is entitled to do so, the liability of that Party under the Applicable Law is limited to:
- (a) the supply of services again or the payment of the cost of having the services supplied again, at that Party's option;
 - (b) the repair or replacement of property or paying the cost of repair or replacement, at that Party's option; or
 - (c) any other remedy prescribed by the Applicable Law.
- 10.4 Each Party indemnifies the other Party against all costs, charges and expenses directly and reasonably incurred by the other Party as a result of or in connection with the breach of a person's rights or defamation of a person (or allegation of such a breach or defamation) by the indemnifying Party or any customers of the indemnifying Party who use services provided by means of the Services.
- 10.5 If a Schedule to this Interconnection Agreement contains a remedy for the failure of a Party (Liable Party) to perform its obligations under that Schedule, then that remedy is the sole and exclusive liability of the Liable Party, its Affiliates, and its

Representatives, in connection with the performance of that obligation, and is the sole remedy of that other Party against the Liable Party, its Affiliates and its Representatives in connection with the performance of that obligation.

11 SUSPENSION AND TERMINATION

Without cause

- 11.1 A Party may terminate this Interconnection Agreement, or the supply or use (as the case may be) of any Service at any time without cause by giving to the other Party prior written notice to that effect.

With cause

- 11.2 A Party shall have the right to suspend or terminate this Interconnection Agreement, or the supply or use (as the case may be) of any Service immediately at any time by giving to the other Party a written notice to that effect if:

(a) the other Party is in breach of any of its obligations under this Interconnection Agreement and fails to remedy such breach (if capable of remedy) within 14 days of receiving a written notice to do so from the first Party;

(b) the other Party is unable to pay its debts as they fall due or is subject to the law as to insolvency or makes any arrangements or composition with its creditors or has a receiver appointed or enters into liquidation (other than a voluntary liquidation for the purpose of solvent reconstruction or amalgamation);

(c) the continued operation of this Interconnection Agreement would be unlawful, contravene legal or regulatory obligations, or pose an imminent threat to life, safety or property; or

(d) any licence, consent or approval required in connection with its telecommunications services is revoked, withdrawn, suspended or expires (without a replacement license being granted immediately) which will make it unlawful to provide telecommunications services to its own customers.

- 11.3 A Party's exercise of its right to suspend this Interconnection Agreement or any Service is without prejudice to any other right or remedy available to that Party,

including any subsequent right to suspend or terminate this Interconnection Agreement, that Service, or a different Service.

- 11.4 Termination of this Interconnection Agreement, or the supply or use (as the case may be) of any Service shall not relieve either Party of any liability for breach of this Interconnection Agreement or as may otherwise be established or affect the rights and obligations of the Parties which accrued prior to the date of termination.

12 CONSEQUENCES OF TERMINATION

- 12.1 On termination of this Interconnection Agreement (or termination of any Service):

- (a) all sums payable to each Party under this Interconnection Agreement up to the date of termination, including any Charges in respect of termination, are immediately due and payable;
- (b) each Party must refund any amount or proportionate amount paid by the other Party in respect of any period (or the relevant Service) after the date of termination;
- (c) all Services, leases, licenses and other rights conferred on the other Party under this Interconnection Agreement (or leases, licenses and other rights relating to the Service) immediately terminate; and
- (d) each Party must at its own expense immediately return all of the other Party's property in good working condition, other than fair wear and tear.

13 FORCE MAJEURE AND REGULATORY EVENTS

- 13.1 Subject to clause 13.2, neither Party shall be liable for any failure to comply with or observe any term of this Interconnection Agreement if a Force Majeure Event or a Regulatory Event caused that failure.

- 13.2 For the avoidance of doubt, each Party remains liable:

- (a) for the performance of each obligation, and to comply with and observe each term, of this Interconnection Agreement, which is not affected by the Force Majeure Event or Regulatory Event; and

(b) to pay all sums payable in respect of each Service provided by the other Party during the Force Majeure Event or Regulatory Event.

13.3 If a Party fails to comply with or observe any term of this Interconnection Agreement because of a Force Majeure Event or a Regulatory Event, then that Party must notify the other Party:

(a) as soon as practicable, giving details of the Force Majeure Event or Regulatory Event, and its estimated extent and duration; and

(b) immediately after the end of the delay or failure caused by the Force Majeure Event or Regulatory Event.

14 DISPUTE AND DISPUTE RESOLUTION

14.1 The Parties agree to settle any dispute in respect of a Billing Dispute or a General Dispute in accordance with the procedures set out in this clause 14.

14.2 If either Party wishes to raise a Billing Dispute, it must notify the other Party before the Due Date ("*Dispute Notification Date*") in writing specifying the invoice in dispute, the amount in dispute and the reasons and facts for the dispute, after which the Party raising the dispute may withhold payment of the disputed amount. Notwithstanding any dispute with respect to a monthly invoice, the Party raising the dispute shall remain obligated to pay the undisputed portion of the invoiced amount in accordance with clause 6.

14.3 The Parties shall use their commercially reasonable endeavors to investigate and resolve a Billing Dispute no later than sixty (60) days from the Dispute Notification Date.

14.4 If a General Dispute arises between the Parties, then either Party may by written notice to the other Party refer the General Dispute to the dispute officer of each Party to resolve the General Dispute.

14.5 If the General Dispute remains unresolved 20 Business Days after referral to the dispute officers under clause 14.4, then either Party may by written notice to the other Party, refer the dispute to the Chief Executive Officer of each Party, or a nominee of the Chief Executive Officer, who shall confer and endeavour in good faith

and on a "without prejudice" basis to resolve the General Dispute by negotiating a commercial settlement.

14.6 If the Billing Dispute or General Dispute cannot be resolved within sixty (60) days from the notification date of the dispute or any other period of time agreed by both Parties, then either Party may refer the matter to arbitration in accordance with the Arbitration Ordinance.

14.7 If the Parties are unable to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the President for the time being of the Law Society of Hong Kong.

14.8 A decision of the arbitrator will be binding on the Parties except in the event of manifest error or mistake of law. Any amount determined as payable after dispute becomes an undisputed amount.

14.9 The costs of the arbitration shall be shared by both Parties equally unless the arbitrator determines that one of the Parties was manifestly unreasonable in respect of the dispute.

14.10 The Access Provider shall send a supplementary invoice setting out the correct outstanding amount upon the settlement of the dispute (if any). The Access Seeker shall settle this invoice within 14 days from the date of receipt of such invoice.

14.11 In this clause:

Billing Dispute means any dispute about whether an invoice issued by a billing Party contains any errors.

General Dispute means any dispute, other than a Billing Dispute, arising between the Parties in respect of this Interconnection Agreement.

15 INTELLECTUAL PROPERTY

15.1 Except as otherwise expressly provided in this Interconnection Agreement, all Intellectual Property Rights remain in the ownership of the Party creating or owning them.

15.2 Nothing in this Interconnection Agreement may be construed, and the provision of any service by a Party must not be construed, as:

(a) an assignment of any Intellectual Property Rights of that Party to the other Party; or

(b) the grant of any licence of any Intellectual Property Rights of that Party to the other Party.

15.3 Without prejudice to or limiting clause 15.1, neither Party is 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 that other Party.

15.4 The Parties may negotiate arrangements (including in respect of title) concerning Intellectual Property Rights jointly developed in the course of performing this Interconnection Agreement or otherwise arising in respect of this Interconnection Agreement.

16 CONFIDENTIALITY

16.1 Each Party agrees to keep and procure to be kept secret all written and/or oral information of any kind obtained from the other Party ("*Confidential Information*") pursuant to this Interconnection Agreement or prior to it for the purpose of this Interconnection Agreement.

16.2 A Party shall not at any time divulge, disclose or otherwise furnish to any third party any information relating to the affairs or business of the other Party.

16.3 A Party may only disclose the Confidential Information to its Representatives or Affiliates to whom disclosure is necessary for each of them to perform their duties for the purposes of this Interconnection Agreement. Each Party shall require the above obligations of confidentiality set out in this clause 16 from the foregoing persons to whom the Confidential Information is disclosed.

16.4 The obligations of confidentiality set out in this clause do not apply, however, to any part of the Confidential Information which:

(a) was already known to the recipient Party prior to receipt of it;

- (b) was already in the public domain or becomes so through no fault of the recipient Party;
- (c) 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;
- (d) is independently developed by the recipient Party;
- (e) is approved for release by prior written authorization by the disclosing Party; or
- (f) is required to be disclosed by law, pursuant to a juridical order or request made by a government authority or a stock exchange pursuant to its listing rules, but only to the extent so ordered or required and provided that the receiving Party has given sufficient prior notice to the disclosing Party of the requirement for disclosure to enable the disclosing Party to seek an appropriate protective remedy and the receiving Party shall immediately, following disclosure, advise the disclosing Party of the contents of the disclosure made.

16.5 Subject to the provision in Clause 16.4, these obligations of confidentiality set out in this clause 16 survive three years after the termination of this Interconnection Agreement.

16.6 The terms of this Interconnection Agreement shall remain private and confidential between the Parties and neither Party shall, without the prior written consent of the other Party, divulge to any third party (other than professional or financial advisers of either Party) or use for any purpose other than for the performance of its obligations under this Interconnection Agreement, any information concerning this Interconnection Agreement save for the purpose of any filing of information with or requirement of government bodies under statutory requirements, or a stock exchange in which either Party's shares are traded.

16.7 A Party must exercise no lesser security or degree of care than that Party applies to its own confidential information of an equivalent nature and, in any event, not less than the degree of care that a reasonable person with knowledge of the confidential nature of the information would exercise.

17 GENERAL

Variation

- 17.1 This Interconnection Agreement may be varied only by agreement in writing signed by duly authorised representatives of each of the Parties.

Assignment

- 17.2 Neither Party may assign, transfer, convey, license or otherwise dispose of, wholly or partially, its rights and obligations under this Interconnection Agreement except with the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 17.3 Notwithstanding the provisions of Clause 17.2, in the event of an assignment being made as a result of a reconstruction or merger within the group of companies of either Party, the consent of the other Party to the assignment is not necessary. Prior notification of any such assignment shall be given.

Non-exclusivity

- 17.4 Nothing in this Interconnection Agreement shall prevent, limit or restrict either Party in any way whatever from:
- (a) supplying any service to any third party by means of such Party's Network;
or
 - (b) entering into an agreement with another person in relation to services similar to the Services.

Entire agreement

- 17.5 This Interconnection Agreement supersedes all previous understandings, commitments, representations and agreements between the Parties in respect of its subject matter, and contains the entire agreement of the Parties about its subject matter.

- 17.6 A Party may not rely on any representation or warranty about the subject matter of this Interconnection Agreement except as expressly provided in this Interconnection Agreement.

Severance

- 17.7 If any provision of this Interconnection Agreement is construed to be illegal or invalid, it shall not affect the legality, validity and/or enforceability of the other provisions of this Interconnection Agreement. The illegal or invalid provision shall be deleted from this Interconnection Agreement and no longer incorporated in it but all other provisions of this Interconnection Agreement shall continue in force.

Waiver

- 17.8 A right may only be waived in writing and signed by an authorised officer of the Party granting the waiver.
- 17.9 No conduct of a Party, including a failure to exercise, or any delay in exercising, a right, operates as a waiver of the right or otherwise prevents the exercise of that right.
- 17.10 A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again.

Governing law and jurisdiction

- 17.11 This Interconnection Agreement is governed by the laws of Hong Kong. The validity and interpretation of this Interconnection Agreement shall be governed in all respects by the laws of the Hong Kong Special Administrative Region. Save for the alternative dispute resolution procedures set out herein, the Parties shall submit to the exclusive jurisdiction of the courts of the Hong Kong for settlement of any dispute.

Notices

- 17.12 Any notice or communication required to be given under this Interconnection Agreement shall be in writing and is deemed to have been sufficiently given if (i) delivered personally, (ii) transmitted by facsimile or (iii) sent by registered post to the principal or registered office of the Party to whom the notice is to be served.

17.13 All notices and other communications shall be effective on (i) the date of receipt if delivered personally, (ii) the date of acknowledgement of receipt of the registered letter containing the notice by the addressee if delivered by registered post, or (iii) the date of transmission if transmitted by facsimile (printed transmission report to the correct fax number being evidence of such delivery), whichever shall first occur.

17.14 Notwithstanding Clause 17.12, the Parties may agree to other forms of communication of notices in respect of technical and operational matters required pursuant to the performance of this Interconnection Agreement.

Notices shall be sent to:

Operator 1 Title:

Address:

Fax:

Operator 2 Title:

Address:

Fax:

Cumulative rights

17.15 Subject to the terms of this Agreement, the rights, powers and remedies of a Party under this Interconnection Agreement are cumulative with and do not exclude or limit any other right, power or remedy provided at law or in equity independently of this Interconnection Agreement.

Costs and expenses

17.16 Each Party shall be responsible for its own costs incurred in enabling and maintaining the interconnection including network conditioning costs, costs

associated with advertising and marketing the Services to its Customers and costs associated with the preparation, negotiation and execution of this Interconnection Agreement.

SIGNED as an agreement

EXECUTION CLAUSE

SIGNED by

as authorised signatory for

in the

presence of:

Signature of witness

Name of witness (print)

Date:

SIGNED by

as authorised signatory for

in the

presence of:

Signature of witness

Name of witness (print)

Date:

SCHEDULE 1-- DICTIONARY AND INTERPRETATION

1 SCHEDULE 1, PART 1 - INTERPRETATION

1.1 Unless otherwise specified or the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) different grammatical forms of the same word have the corresponding meaning;
- (c) the words "include", "including", "for example" or "such as" are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (d) the expression "person" includes a reference to a natural person, firm, corporation, unincorporated association or other legal entity;
- (e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and permitted assigns;
- (f) a reference to a part, schedule, clause, annexure or attachment is a reference to a part, schedule, clause, annexure or attachment forming part of this Interconnection Agreement between the Parties; and
- (g) headings are used for convenience only and do not affect the interpretation of this Interconnection Agreement;
- (h) a reference to an agreement, document, manual or another instrument includes any variation or replacement of any of them;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) all dollar amounts are expressed in Hong Kong dollars unless expressly specified;

- (k) a reference to a period of time:
 - (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (l) a reference to a month is a reference to a calendar month and a reference to a year is a calendar year;
- (m) if the day on which the payment of money falls due is not a Business Day, the due date will be deemed to be the next Business Day;
- (n) a reference to a Party is a reference to Operator 1 or Operator 2 and a reference to Parties means both of them;
- (o) a reference to a third person or a third party is a reference to a person who is not a Party to a this Agreement;
- (p) words and expressions in relation to a particular Service or a price for a particular Service, have the meanings set out in the Service Description for that Service; and
- (q) a reference to a thing (including a chose in action) includes a part of that thing.

1.2 Where the day on or by which something shall be done is not a Business Day, then that thing shall be done on or by the following Business Day. Where something must be done on a Business Day during which a typhoon signal 8 or above or black rain storm has been hoisted, then that thing shall be done on the following Business Day.

1.3 Any inconsistency between provisions of this Interconnection Agreement must be resolved in accordance with the following descending order of precedence (to the extent of the inconsistency):

- (a) Schedule 3 (Charges and Settlement);
- (b) Schedule 2 (Services);

(c) the main body of this Interconnection Agreement; and

(d) the other Schedules.

2 SCHEDULE 1, PART 2 - DEFINITIONS

Acceptable Long Term Credit Rating means a credit rating (which must not be more than 6 months old):

(a) from Moody's Investor Services, of ["A3" or higher]; or

(b) from Standard & Poors, of ["A-" or higher].

Access Provider means, in relation to a Facility, the Party who owns, leases, is the licensee of, or has other rights of use in respect of the Facility to which the Access Seeker has been, will be or is seeking to be, provided access.

Access Seeker means in relation to a Facility, the Party which seeks, or has been or will be provided, access to that Facility by the Access Provider.

Access Seeker Customer means a customer (whether a natural person or otherwise) to whom the Access Seeker agrees to supply products and services (and for the avoidance of doubt, excludes other mobile virtual network operator(s) but includes wholesale or quasi-wholesale customers who using the same network identities as the Access Seeker).

Affiliate means an entity which controls, is controlled by, or is under common control with, a Party.

Applicable Law means:

(a) any law, rule or regulation of Hong Kong;

(b) any obligation under any Licence held by a Party in Hong Kong; or

(c) any lawful and binding determination, decision, direction, guideline, statement or code of practice of a government agency in Hong Kong.

Billing Dispute has the meaning ascribed in clause 14.11.

Business Day means a day other than a Saturday, Sunday or public holiday in Hong Kong.

Change of Control means that without the prior written consent of a Party:

- (a) an interest, in more than 15% of the securities of the other Party that in normal circumstances entitle the holder to vote or participate at a meeting of the members of the other Party or to vote or participate in the election or appointment of directors of the other Party passes to a person or persons who did not have such relevant interest as at the Effective Date; or
- (b) the ability to control or the actual control (irrespective of whether such control is exercisable on a passive or active basis and irrespective of whether such control is exercisable solely or jointly or directly or indirectly) of the management and policies of the other Party passes to a person or persons who did not have such ability or actual control as at the Effective Date.

Charges mean the charges for the supply of a Service as set out in, or calculated in accordance with, Schedule 3.

CLI means caller line identification.

Communication includes any communication:

- (a) whether between persons and persons, things and things or persons and things; and
- (b) whether in the form of speech, music or other sounds, data, text, visual images, signals or any other form or in any combination of forms, and

where the context permits, includes an attempt to establish a Communication.

Confidential Information means all information of a confidential nature relating to the other Party including know-how, ideas, concepts, technology, the terms of this Interconnection Agreement, the terms of any mediation settlement made under this Interconnection Agreement, manufacturing processes, industrial marketing and commercial knowledge, which is disclosed, communicated or delivered by it to the other Party under this Interconnection Agreement or comes to the knowledge or into the possession of the other Party in connection with this Interconnection Agreement.

Customer means a subscriber of a Party's network services or other person to whom the Party agrees may use its network services and whose mobile device is able to send and/or receive or utilise a Service.

Facility means:

- (a) any part of the infrastructure of a Network; or
- (b) any line, equipment, apparatus, tower, mast, antenna, tunnel, duct, hold, pit, pole or other structure or thing used, or for use, in or in connection with a Network.

Forecast means a Party's best estimate of one or more future events or circumstances, in compliance with Schedule 4 (Provisioning).

Force Majeure Event in relation to a Party, means:

- (a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, or any other like event;
- (b) any strike, lockout, work stoppage or other industrial dispute of any kind;
- (c) any act or omissions of a third party which affect the provision of a Service, including a failure to provide goods and services or access to premises; or
- (d) any other similar circumstances,

beyond the reasonable control of the affected Party.

General Dispute has the meaning ascribed in clause 14.11.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Hong Kong Numbering Plan means the document entitled "The Numbering Plan for Telecommunications Services In Hong Kong" issued by the Office of the Telecommunications Authority as updated from time to time.

Insolvent includes means being an insolvent under administration or insolvent, or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

Intellectual Property Rights means all rights conferred under statute, common law or equity now or in the future and wherever in the world subsisting in and in relation to copyright, including any right of communication to the public, or right of making available to the public, trade marks, designs, patents, circuit layouts, trade secrets, Confidential Information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967 whether registered, the subject of an application for registration, capable of registration or unregistered.

Inter-operator Video Call Service is a service whereby the Access Provider carries and terminates a Video Call from the Point of Interconnection to its relevant Customer;

Interconnection Agreement has the meaning ascribed in clause 1.1.

Licence means a licence granted under the Telecommunications Ordinance and which is required in order to provide the Services.

Network of a Party, means that Party's system, or series of systems, that carries, or is capable of carrying Communications by means of guided or unguided electromagnetic or optical energy.

Party means either Operator 1 or Operator 2.

Parties mean both Operator 1 and Operator 2.

Points of Interconnection means an agreed location which:

- (a) is a physical point of demarcation between the Networks nominated by the Parties ;
and
- (b) is associated (but not necessarily co-located) with one or more of a Party's interconnect gateway exchanges,

as described in Schedule 2, but does not include an international point of interconnection.

Regulator means the Telecommunications Authority of Hong Kong established under the Telecommunications Ordinance (Cap 106).

Regulatory Event occurring in relation to a Party means:

- (a) the grant of an injunction against that Party in relation to a breach or alleged contravention of the Telecommunications Ordinance; or
- (b) the making of a determination or finding by a Regulator or a court of law that all or any part of this Agreement contravenes any provision of any law; or
- (c) the giving of a lawful directive to that Party by a Regulator.

Representatives means, in relation to a Party, any director, officer, employee, agent or contractor.

Security means a security specified by a Party for the other Party from time to time (examples being a bank guarantee, letter of credit or parent guarantee) and includes any additional, replacement or alternative security.

Service means a service as described in a Service Description.

Service Description means an Annex to Schedule 2 (Services).

Video Call means a multimedia (video and audio) call which is made by an Access Seeker's Customer to a Customer of the Access Provider and setup according to ITU-T ISUP and 3GPP 3G-324M specifications.

Voice Call means a circuit switched voice call that is made by an Access Seeker's Customer to a Customer of the Access Provider and the call is established in accordance with the HKTA 2202 issued by the TA as amended from time to time.

SCHEDULE 2 - SERVICES

1 DEFINITIONS

SCHEDULE 2 ANNEX 1 INTEROPERATOR VIDEO CALL SERVICE

Provision of Inter-operator Video Call Service

- 1.1 The Parties shall implement and enable Video Call interconnection between them and commercially provide Inter-operator Video Call Service to their Customers on and from a date to be mutually agreed by both parties.
- 1.2 Each Party agrees that it shall use commercially reasonable endeavours to do all things necessary to ensure that Video Call interconnection between them and the provision and delivery of Video Call Interconnection will be available on a 24 hours per day, 7 days per week continuous basis.
- 1.3 Neither Party is allowed to transit an international inbound Video Call from overseas to the other Party's network under this Agreement.

Exclusion

- 1.4 Since both Parties shall be the Access Seeker and Access Provider and as the traffic being sent from each Party shall be expected to be balanced, both Parties agreed to waive the obligation of clause 8.1 and clause 9.1 to 9.10.

SCHEDULE 3 – CHARGES AND SETTLEMENT

SCHEDULE 3 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE

CHARGES AND SETTLEMENT

- 1.1 For the conveyance of mobile video traffic between the Parties, the Access Seeker shall pay an interconnection charge ("**Interconnection Charge**") for the mobile video traffic to the Access Provider in accordance with the paragraph 1.2.
- 1.2 The Access Provider agrees to charge the Access Seeker a discounted Interconnection Charge of HK\$1 per net-off conversation minute (rounded up to the nearest 6 seconds for each mobile video call) if there are 8,000,000 or more Voice Call minutes delivered by the Access Seeker to the Access Provider's network in a calendar month via the direct interconnection circuits connected between the Parties in which the Access Seeker is responsible for the cost of such direct interconnection circuits. The net-off conversation minute is the monthly total conversation minutes of the terminating mobile video traffic of one Party minus the monthly total conversation minutes of the originating mobile video traffic of the Party. For the avoidance of doubt, the Interconnection Charge is charged on the net-off conversation minutes only when it is a positive number. If the voice minutes delivered to the Access Provider's network are less than 8,000,000 voice minutes in the particular calendar month, then the Parties shall negotiate in good faith the level of the Interconnection Charge for the relevant Video Call traffic.
- 1.3 Each Party shall each month bill the other Party the Interconnection Charge based on the net-off conversation minutes of the Video Call in accordance with clause 6 of this Interconnection Agreement.

SCHEDULE 4 –PROVISIONING

SCHEDULE 4 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE

Connection Circuits and Capacity Arrangement

- 1.1 The Access Seeker must arrange its own quantity of transmission circuits (leased E1 or T3) so as to handle and send mobile video traffic to the Access Provider's mobile switches in accordance with the agreed capacity requirements as set out in paragraph 1.2.
- 1.2 The Access Provider shall arrange sufficient switch capacity to cater for the maximum capacity of incoming circuits to terminate incoming mobile video calls from the Access Seeker (maximum capacity being 30 channels over one E1 circuit).
- 1.3 The conveyance of mobile video traffic originating from one Party's network to the other Party's network shall be carried through direct interconnection circuits connected between the Parties. Each Party is responsible for the installation and cost of the interconnection circuits as described in paragraph 1.1.
- 1.4 Each Party agrees to use its best endeavours to detect, identify, notify and prevent any bulk volume of mobile video calls from being sent from its network to the other Party's network and is not person-to-person communication.

SCHEDULE 5 – CONTACT POINTS

1 FAULT REPORTING POINT

- 1.1 Hotlines will be established for pairs of interconnected Parties if possible. Fax and normal telephone exchange lines will be used as backup.

NOC Hotlines

| | Telephone | Mobile | Fax |
|------------|-----------|--------|-----|
| Operator 1 | | | |
| Operator 2 | | | |

1.2 Service reviews

| | Name | Telephone | Fax | Email address |
|------------|------|-----------|-----|---------------|
| Operator 1 | | | | |
| Operator 2 | | | | |

2 NETWORK TRAFFIC MANAGEMENT

| | Name | Telephone | Fax | Email address |
|------------|------|-----------|-----|---------------|
| Operator 1 | | | | |

| | | | | |
|------------|--|--|--|--|
| | | | | |
| Operator 2 | | | | |

3 PLANNED WORK

| | Name | Telephone | Fax | Email address |
|------------|------|-----------|-----|---------------|
| Operator 1 | | | | |
| Operator 2 | | | | |

4 ESCALATION LEVEL BETWEEN PARTIES

| Escalation level | Operator 1 staff Name | Position | Telephone | Fax | Mobile |
|------------------|-----------------------|----------|-----------|-----|--------|
| First | | | | | |
| Second | | | | | |
| Third | | | | | |

| Escalation level | Operator 2 staff Name | Position | Telephone | Fax | Mobile |
|-------------------------|------------------------------|-----------------|------------------|------------|---------------|
| First | | | | | |
| Second | | | | | |