

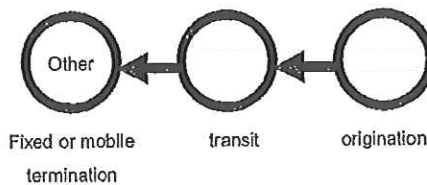
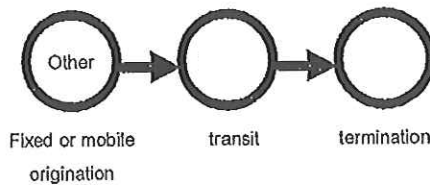
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Date: 24 April 2009

Letter of Intent

It is the mutual intent of _____ and _____ to negotiate and enter into an interconnection agreement ("Interconnection Agreement") which sets out the commercial arrangement on fixed and mobile interconnection following the withdrawal of the existing regulatory guidance in respect of the "Mobile Party Network Pays" charging arrangement ("MPNP Arrangement") effective on 27 April 2009.

1. To reflect the commercial discussion so far conducted; the parties would like to set out the following intent and understanding with respect to the proposed fixed and mobile interconnection arrangement:
 - (a) Effective from 27 April 2009, there shall be no interconnection charge (i.e. origination or termination charge) to be settled between the parties in respect of the voice traffic originating in Hong Kong (excluding ICFS calls as determined by the Telecommunications Authority). This is applicable to the situations that:
 - (i) Local voice traffic originates on one party's network for termination on the other party's network, including where the voice traffic is conveyed through one or more transit networks;
 - (ii) value added calls and international calls originating from _____ to _____ or hosted value added service providers or international calls service providers; or
 - (iii) _____ is acting as the transit provider to _____ mobile network as depicted below, provided that _____ shall have the right to stop the transit traffic to/from _____ from/to the other fixed or mobile network in case of insufficient interconnect capacity between _____ and other fixed or mobile network, or the other fixed or mobile network operator imposes a charge on _____ for the transit traffic,



- (b) The cost of the transmission links for interconnection between the parties would be subject to separate commercial agreement to be mutually agreed; and
- (c) This letter of intent shall not in any way affect any existing regulatory framework or existing and future agreement between the parties on the interconnection arrangement for

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incoming international calls and incoming international value added services calls between the parties.

2. Without prejudice to paragraph 4 below, the implementation of the aforesaid intent and understanding shall be conditional upon the removal (effective on 27 April 2009) in its entirety of the existing regulatory guidance in respect of the MPNP Arrangement (including without limitation the relevant charging principles in relation to the fixed and mobile interconnection stated in TA Statement - Interconnection and Related Competition Issues Statement No.7 (Second Revision) "Carrier-to-Carrier Charging Principles" (such as paragraph 23 thereof).
3. This letter of intent is legally binding.
4. This letter of intent shall be effective on 27th April 2009 ("Effective Date"). This letter of intent or the Interconnection Agreement shall be for a term of two (2) years from the Effective Date ("Initial Term"). Either party may terminate this letter of intent or the Interconnection Agreement following expiry of the Initial Term by giving at least thirty (30) days written notice to the other party.
5. This letter of intent, the negotiation of the Interconnection Agreement and any information provided by either party to the other party shall be confidential and each party undertakes not to use or disclose any such information to any third parties without the written consent of the other party, save as required by law or disclosure to the Telecommunications Authority.
6. This letter of intent shall be construed and governed by the laws of Hong Kong Special Administrative Region ("SAR") and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong SAR for any disputes arising thereof.

For and on behalf of

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