

THIS INTERCONNECTION AGREEMENT is made this 21 day of July 2009
BETWEEN

(hereinafter referred to collectively as “Parties” and individually as “Party”).

WHEREAS

- (a) is in Hong Kong and offers various telecommunications services via its telecommunications network.
- (b) is in Hong Kong and offers various telecommunications services via its telecommunications network.
- (c) is in Hong Kong and offers various mobile telecommunications services via its telecommunications network.
- (d) Pursuant to the TA Statement entitled “Deregulation for Fixed-Mobile Convergence” issued on 27 April 2007 (“FMC Statement”), the previous regulatory guidance for fixed-mobile interconnection charge (“FMIC”) in favour of the mobile party’s network pays (“MPNP”) model was withdrawn with effect from 27 April 2009.
- (e) The Parties agree to interconnect their respective telecommunications networks on the terms and conditions set out in this Agreement with effect from 27 April 2009.

NOW THEREFORE it is agreed as follows:

1. Bill And Keep Arrangement

1.1 The Parties agree that, with effect from 27 April 2009, the interconnection charge for the origination, termination or transit of the following local fixed and mobile traffic shall be HK\$0.00 per occupancy minute:

- (a) local traffic originated from the network of , transit via the network of and terminated at the network of ; or
- (b) local traffic originated from the network of , transit via the network of and terminated at the network of .

The aforesaid arrangement shall be hereinafter referred to as the “BAK Arrangement”.

1.2 shall continue the interconnection with each other indirectly through the network of .

1.3 agree that any Party shall not charge the other Party any interconnection charge for originating, terminating or transiting, as the case may be:

- (a) local traffic originated from the network of transit via the network of and terminated at the network of ;
- (b) local traffic originated from the network of transit via the network of and further transit via the network of and terminated at the network of ;
- (c) local traffic originated from the network of transit via the network of and terminated at the network of ; or
- (d) local traffic originated from the network of transit via and further transit via the network of and terminated at the network of .

1.4 The Parties agree that any change to the interconnection arrangement as set out in clause 1.3 shall be subject to mutual agreement.

1.5 Unless otherwise agreed by the Parties, the Tariff for Local Call Interconnection Services published by and any supplements or amendments in connection thereof shall not apply to

1.6 Unless otherwise agreed by the Parties, the Interconnection Service for Local Traffic published by and any supplements or amendments in connection thereof shall not be apply to

2. Term and Termination

2.1 This Agreement shall be deemed to have taken effect from 27 April 2009 and shall remain in full force and effect unless and until terminated earlier in accordance with the provisions of this Agreement.

2.2 This Agreement may be terminated forthwith by any Party giving written notice to the other if the other Party:

- (a) is in material breach of any term or condition of this Agreement, which breach is not remedied within thirty (30) days after a written request to do so; or
- (b) goes into liquidation, has a trustee, receiver or manager or like official appointed over the whole or substantial part of its undertaking or property or calls a meeting of or makes any composition with or assignment for the benefit of its creditors or is subject to any winding up proceeding.

2.3 Either Party may terminate this Agreement without cause by giving not less than six (6) months' prior written notice to the other Party.

2.4 Termination of this Agreement shall not affect the rights of the Parties which have accrued as at the date of termination.

3. Confidentiality

3.1 shall keep confidential any information obtained under or in connection with the Agreement and shall not:

- (a) disclose the same to any third party; or
- (b) use all or any part of such information other than reasonably necessary for the purpose of this Agreement,

without the prior written consent of the other Party.

3.2 The obligations of confidentiality in this Clause 3 shall not apply to:

- (a) any information in the public domain otherwise than by breach of the Agreement;
- (b) information in the possession of the receiving Party thereof as evidenced by writing, which is dated before any disclosure as aforesaid;
- (c) information obtained from a third party who is free to disclose the same; or
- (d) information required to be disclosed by law.

3.3 shall not disclose confidential information to any third parties except only to those employees or representatives who have access to such information on a need to know basis and shall ensure that such employees and representatives are aware of and comply with these confidentiality obligations.

3.4 This Clause 3 shall survive the termination of this Agreement.

4. Force Majeure

Neither Party will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond that Party's reasonable control, including but not limited to any acts of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, tsunami, terrorist attacks, the act or omission of Government, other telecommunications operators or other competent authority, war, military operations or riot.

5. Interconnection Guidance and Legislative Change

Inconsistent Interconnection Guidance by TA

5.1 This Agreement shall be subject to any determination or statement of the TA issued pursuant to his power under the *Telecommunications Ordinance* ("Interconnection Guidance") which applies to any of the call scenarios covered in Clause 1.1. The Parties shall implement the Interconnection Guidance (to the extent that it has provided for any of the aforesaid scenarios in a manner different from the provisions of Clause 1.1 as to the charging principle and/or the rate (including the basis of calculation) of the applicable interconnection charge) by effecting the necessary amendments of this

Agreement. For the avoidance of doubt, any unreasonable refusal to effect the aforesaid necessary amendments on the part of either Party shall be deemed to be a material breach of this Agreement entitling the other Party to terminate this Agreement and claim for the loss and damages arising therefrom.

- 5.2. The Parties shall not be obliged to implement the Interconnection Guidance if it is stayed by a court of competent jurisdiction.

Material Legislative Change

- 5.3 A Material Legislative Change occurs if:

- (a) an applicable provision of the *Telecommunications Ordinance* is amended or repealed;
- (b) an applicable condition of a Party's telecommunications licence is amended or deleted or a new condition or rule is imposed; or
- (c) an applicable lawful direction is made by the TA,

and such amendment, repeal, deletion, new condition or rule or direction materially alters the rights or obligation (or the extent thereof) of either of the Parties under this Agreement.

- 5.4 If a Material Legislative Change occurs, a Party may notify the other Party of that Material Legislative Change and the Parties shall negotiate in good faith to agree such amendments to this Agreement as are necessary or appropriate in order to comply with such change.

6. Limitation of Liability

- 6.1 Neither Party shall be liable to the other Party except as expressly set out in this Agreement, and shall have no other obligation or liability whatsoever in contract, tort or otherwise to the other Party. Neither Party has an obligation of any kind to the other Party beyond the obligations to exercise reasonable skill and care of a competent telecommunications operator in performing this Agreement.
- 6.2 Neither Party shall be liable to the other under this Agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or damages including but not limited to loss of revenue, business, contracts, anticipated savings or profits.
- 6.3 Neither Party shall be liable to the other for any failure to comply with its obligations under this Agreement (save for those obligations which are mandatory in nature by virtue of the applicable laws and regulations) to the extent that such liability arises as a result of the failure by the other Party to fulfill its obligations under this Agreement.

7. Assignment

Neither Party shall assign or otherwise deal with any of its rights and obligations under this Agreement without the other Party's prior written consent. Notwithstanding the above, either Party is at liberty to transfer any right, obligation, title or property interest

in this Agreement or any part of it to its holding, subsidiary or associated company or to any surviving entity or transferee upon any merger or consolidation involving that Party or upon any sale of all or substantially all of the assets of that Party.

8. Severability

Part or all of any clause of this Agreement which is held to be invalid, unenforceable or illegal by a court of competent jurisdiction or the TA will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement.

9. Governing Law and Jurisdiction

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

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

SIGNED for and on behalf of

by its duly authorised representative:

SIGNED for and on behalf of

by its duly authorised representative:

SIGNED for and on behalf of

by its duly authorised representative: