

THIS INTERCONNECTION AGREEMENT is made the 22 day of July 2009

BETWEEN

WHEREAS

- A) Pursuant to the Statement of the Telecommunication Authority ("TA") entitled "Deregulation for Fixed-Mobile Convergence" issued on 27th April 2007 ("FMC Statement"), the earlier regulatory guidance for fixed-mobile interconnection charges in favour of the mobile party's network pays model was withdrawn with effect from 27th April 2009.
- B) It is the mutual intent of _____ to negotiate and enter into this interconnection agreement ("Interconnection Agreement") which shall set out the charging arrangement on fixed and mobile interconnection that shall be deemed to have taken effect from 27th April 2009 onwards.

NOW IT IS HEREBY AGREED by _____ as follows:

- 1. Effective from 27th April 2009, the interconnection charge for origination, termination or transit of the following local fixed and mobile traffic shall be HK\$0.00 per occupancy minute:
 - i) local traffic originated from the network of _____, transit via the network of _____ and terminated at the network of _____; and
 - ii) 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 "Bill and Keep Arrangement".

- 2. _____ shall continue the interconnection with each other indirectly through the network of _____.
- 3. This Interconnection Agreement shall remain in force unless it is terminated with notice as follows:
 - a) either _____ gives to the other a prior written notice of termination (which does not have to specify any cause) of not less than _____ days; or
 - b) either :
 - (i) _____ has entered into with another FTNS/Fixed Carrier operator, or _____ has entered into with another mobile network operator, a fixed-mobile interconnection arrangement the charging arrangement of which is in form and substance materially

contradictory to or otherwise inconsistent with those of the Bill and Keep Arrangement; or

- (ii) there is a determination or decision of any form made and published by the TA under the Telecommunications Ordinance that provides for a charging arrangement with respect to fixed and mobile interconnection charges that applies to post 27th April 2009 fixed and mobile interconnection between or among any operators, which is in form and substance different from the Bill and Keep Arrangement, regardless of whether or not also participates in that determination;

and Party shall on account of any such event (irrespective of whether or not a party is in fact benefited or adversely affected by such event) give the other a prior written notice of termination (which does not have to specify any cause) of not less than days.

For the avoidance of doubt, a party may elect to exercise its right to terminate by way of a notice under either (a) or (b) at its absolute discretion.

Upon termination of this Agreement pursuant to the aforesaid notice, the Parties shall enter into discussion with a view to re-negotiate a new mutually acceptable arrangement. If the Parties cannot reach commercial agreement within days after the effective date of termination, both parties shall together make joint application to the TA for the determination of the relevant terms and conditions of the replacement interconnection arrangement.

4. This Interconnection Agreement, the commercial negotiation of the Interconnection Agreement information provided by one party to the other pursuant to this Interconnection Agreement shall be confidential and each party undertakes not to use or make available any such information to any third person unless it has first obtained the written consent of the other party, save as required by law or disclosure to the TA. This covenant shall be binding on with effect from the signature of this Interconnection Agreement. The parties hereto shall provide that their respective employees or agents are bound by and comply with this covenant.
5. Any notice required to be given hereunder shall be sufficiently given if sent by facsimile or registered post addressed to the principal or registered office of the party to be served. Any such notice shall be deemed to have been received and given at the time it should have been delivered to the address to which it was sent in the ordinary course of transmission.
6. This Interconnection Agreement constitutes the entire understanding between the parties in respect of the matters referred to herein to the exclusion of all other agreements or arrangements, whether express or implied, and therefore supersedes any prior agreements or arrangements between the parties in respect of such matters of any nature whatsoever.
7. This Interconnection Agreement may only be amended by an instrument in writing signed by or on behalf of each of the parties.
8. This Interconnection Agreement shall be construed and governed in accordance with the laws of Hong Kong Special Administrative Region and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in the event of dispute.

have signed this Interconnection Agreement the date and year above written.

For and on behalf of

For and on behalf of

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