

**THIS FIRST SUPPLEMENTAL AND AMENDMENT AGREEMENT** is made on  
28 July 2009 (the “**First Supplemental Agreement**”)

**BETWEEN:**

(1)

(2)

(each a “**Party**” and collectively the “**Parties**” )

**WHEREAS:**

- A. On 30 August 2007, entered into an interconnection agreement in respect of the provision of interconnection services to each other (the “**Agreement**”).
- B. Pursuant to a statement issued by OFTA on 27 April 2007 entitled “Deregulation for Fixed-Mobile Convergence” (the “**FMC Statement**”), the regulatory guidance for fixed-mobile interconnection charge in favour of the mobile party’s network pays model was withdrawn with effect from 27 April 2009.
- C. In view of the FMC Statement, agreed to amend and supplement the Agreement on the terms and conditions set out in this First Supplemental Agreement.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Agreement shall have the same respective meanings when used herein (including the Recitals and the Schedule) unless the context otherwise requires.

**2. AMENDMENTS AND SUPPLEMENTS**

- 2.1 Pursuant to Paragraph 1.1 of Schedule 2 of the Agreement, the Parties agree to amend the charging arrangement of the local fixed and mobile Interconnection Service in the manner as set out in Clause 2.2 of this First Supplemental and Amendment Agreement.
- 2.2 The Parties agree to amend the Agreement by deleting Paragraph 1 of Schedule 2 in its entirety and substituting therefor with the following:

## “1. CHARGES

Interconnection charge for Local Fixed and Mobile Interconnection Service

Effective from 27 April 2009, the interconnection charge for origination and termination of the following local fixed and mobile interconnection shall be HK\$0.00 per occupancy minute:

- i) local traffic originated from the network of \_\_\_\_\_, transiting the network of \_\_\_\_\_ and terminated at the network of \_\_\_\_\_; and
- ii) local traffic originated from the network of \_\_\_\_\_, transiting the network of \_\_\_\_\_ and terminated at the network of \_\_\_\_\_.

The aforesaid arrangement shall be hereinafter referred to as the “**Bill and Keep**” arrangement.

Both Parties agree to renegotiate the above charging arrangement in relation to fixed and mobile interconnection upon the TA having made and published an applicable regulatory guidance, determination or decision under the Telecommunications Ordinance in relation to the fixed and mobile interconnection.

The Parties intend that, so long as Bill and Keep arrangement applies to “Local Fixed and Mobile Interconnection Service”, the provisions under the below heading “Billings and Settlements” or “Dispute and Dispute Resolution” provisions would not apply thereto.”

## 3. **EFFECTIVE DATE**

This First Supplemental and Amendment Agreement shall deem to have taken effect as of 27 April 2009.

## 4. **GENERAL**

- 4.1 This First Supplemental and Amendment Agreement is supplemental to the Agreement and shall form an integral part of the Agreement and shall be read and construed along with the Agreement.
- 4.2 Save as varied and modified by this First Supplemental and Amendment Agreement, the Agreement is hereby confirmed to be in full force and effect. The terms of this First Supplemental Agreement shall not affect and are without prejudice to the rights and remedies of a Party that may have accrued prior to the variations.
- 4.3 In case of an inconsistency between the Agreement and this First Supplemental Agreement, this First Supplemental Agreement shall prevail unless otherwise specified.
- 4.4 This First Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties agree to submit to the exclusive jurisdiction

of the courts of Hong Kong in relation to any matters arising out of this First Supplemental Agreement.

**IN WITNESS** whereof this First Supplemental and Amendment Agreement has been executed on 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: