

**Agreement for the Settlement of
FMIC Issues between the Parties**

BY and BETWEEN

(1)

(2)

(Each of _____ is referred in this agreement (hereinafter referred to as “**Agreement**”) as a “Party” and they are referred to collectively as “Parties”)

WHEREAS the Parties have agreed terms for _____ future interconnection of calls between the Parties which shall be recorded in this Agreement.

RECITALS

(A)

- (B) From FMIC deregulation on 27 April 2009, invoiced
from 28 April 2009 for non-transit calls and from
27 April 2009 for transit calls.
- (C) From FMIC deregulation on 27 April 2009, invoiced on mobile
local call termination
- (D) From the FMIC deregulation on 27 April 2009, invoiced on
mobile interconnection service charges
- (E) invoiced on interconnection charges
- (F) The Parties now enter into this Agreement relating to the Recitals and the Issues as
defined in paragraph 1.5 hereof and the said interconnection.

NOW THIS AGREEMENT records the understanding and agreement reached by the Parties as
follows:

1. For the purpose of this Agreement:

1.1

1.2 “**Affiliate**” means, in relation to any party, any other party that directly or indirectly through one or more intermediaries, Controls or is Controlled by the first-mentioned party or is under direct or indirect common Control with that first-mentioned party. Affiliate also includes successors.

1.3 “**Claim**” means any:

1.3.1 claim or claims (whether made to a court or authority or otherwise),

whatsoever, whether in writing or oral, provided that such Claim has been or could be asserted as at the date of this Agreement, but irrespective of whether the Party which could bring such Claim is or is not aware of the ability to bring such Claim or of the facts that might give rise to the Claim, and “**Claimed**” has a corresponding meaning.

1.4 “**Control**” means, in relation to a party, possession (indirectly or directly) of the power to direct or cause the direction of the management or policies of that party, whether through the ownership of voting securities, by contract or otherwise. For example, a party who owns directly or indirectly 50% or more of voting securities of another party will be taken

to possess the power to control the second-mentioned party. “Controlled” has a corresponding meaning.

1.5 “Issues” means the disputes between the Parties relating to or arising out of:

(a)

(b) all Claims by _____ against or in relation to _____ in
connection with the FMIC including for the avoidance of doubt any and all:

(c) all Claims by _____ against or in relation to _____
in connection with the FMIC

(d) all invoices issued by _____ from 27 April 2009 with
regard to FMIC _____ ; and

(e) all invoices issued either before or after 27 April 2009 by _____
which remain unpaid at the time
of execution of this Agreement with regard to FMIC or any dealings relating to
operation of fixed and mobile interconnection.

1.6 A reference to a particular party includes a reference to that party's executors, administrators, successors, substitutes (including parties taking by novation) and assigns.

2.

3. Each Party agrees from the date of this Agreement not to commence, advance, make or maintain any Claims in connection with the Issues.

4.

5. Clauses 2 to 4 do not apply to any claim or action relating to the breach or enforcement of this Agreement.
6. The Parties agree to adopt the “bill and keep” approach to charges for Fixed Mobile Interconnection with effect from 27 April 2009 for local voice fixed-mobile interconnection traffic between them.
7. As part of adopting the bill and keep approach as from 27 April 2009 under paragraph 6 above, both Parties cancel, revoke and withdraw all the Invoices issued to each other in relation to FMIC from 27 April 2009 including all deposit and/or interest invoices, if applicable. Both Parties waive, discharge and release each other from all or any liability (if any) with respect to FMIC from 27 April 2009 to the date hereof.

For avoidance of doubt this also includes the matters described in Recitals A to E, including invoices issued by

8. For the avoidance of doubt, both Parties waive their rights to interest for
FMIC invoices from 27 April 2009 to the date
hereof.
9. The Parties agree that the Interconnection Agreement and its Amendments signed between the Parties expired on 26 April 2009.
10. The Parties agree that the aforesaid bill and keep approach shall also be adopted from 27 April 2009 to 30 June 2013 for external voice traffic over the FMIC.
11. The Parties agree that the actions and agreements described in paragraphs 2, 3, 4, 6, 7, 8, 9 and 10 including but not limited to:
 - (b) the cancellation, revocation and withdrawal of the invoices from both Parties and the release of both Parties from all or any liability (if any) with respect to the FMIC Charges mentioned in paragraph 6 hereof; (c) the waiver of the interest mentioned in paragraph 8 hereof; (d) adoption of the “bill and keep” approach as mentioned in paragraph 6 hereof and waiver of costs (e.g. court, legal and expert costs) in relation to all Claims, shall be in full and final settlement of all the issues or payments under this Agreement without admission of liability by any Party.

The Parties hereto have caused this AGREEMENT to be executed in Hong Kong on the date first below written.

Signed for and on behalf of

Signed for and on behalf of

by its authorised representative

by its authorised representative

Signed for and on behalf of

Signed for and on behalf of

by its authorised representative

by its authorised representative