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THIS AGREEMENT is made on the 12 of June 2012

BETWEEN:

AND:

(Each a “Party” and collectively, the “Parties”)

RECITALS:

A Prior to the date of this Agreement, each Party has raised disputes in relation to the amounts of invoices for interconnection charges issued by the other Party for local voice traffic between their respective telecommunications networks. The details of the disputes are as set out in the following tables:

B The relevant invoices have in each case been settled by the paying party less the applicable disputed amount.

C Following negotiations, the Parties have now agreed:

- (1) to resolve the disputes relating to the relevant invoices in accordance with this Agreement;
and
- (2) that they will provide interconnection services to one another for local voice traffic passing between their respective networks in accordance with this Agreement.

IT IS AGREED AS FOLLOWS:

Settlement of Disputed Amounts

1. The Parties hereby agree to settle all claims and disputes in respect of the relevant invoices and the disputed amounts referred to in Recital A as follows:

1.1

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1.2

1.3

Full and final settlement of Disputed Amounts

2. This Agreement constitutes a full and final settlement of each Party's claims against the other Party and/or any liability that each Party may have to the other Party in respect of the relevant invoices, including in respect of the disputed amounts as set out in Recital A above and any associated claims for interest and legal costs (if any), invoiced or otherwise, whether or not raised by or known to either of the Parties prior to the date of this Agreement.

Future Interconnection for Voice Traffic

3. With effective from 1 April 2012 shall provide at no charge to the other Party interconnection services in respect of local voice traffic originating in Hong Kong that either Party originates on its network for termination on the other Party's network. This includes voice traffic transited through one or more other networks (the "Bill and Keep Arrangement").
4. The Bill and Keep Arrangement is terminable by either Party by giving (at any time) not less than prior written notice to the other Party.
5. The Bill and Keep Arrangement shall not apply to the transmission links for interconnection between which will continue to be subject to separate commercial arrangement between the Parties.

Confidentiality

6. Each Party shall keep the terms of this Agreement, and the correspondence, communications and negotiations in relation thereto, confidential and not to disclose the same to any third party without the prior written consent of the other Party, provided that each of the Parties may disclose the terms of this Agreement (without the prior permission of the other Party) as may be necessary:
 - (a) in confidence, to the Party's respective professional advisers;
 - (b) so as to meet legal, regulatory, accounting, stock exchange, insurance or governmental (including taxation authority) requirements; or
 - (c) for the purpose of preserving or protecting rights under, or enforcing any of the terms, of this Agreement.

Dispute Resolution

7. In the event of any dispute concerning the provision of this Agreement, each Party will refer any dispute to its respective senior management for resolution. Failing resolution within thirty (30) calendar days of such referral, which period may be extended by agreement in writing between the Parties, either Party may initiate legal proceedings to resolve the dispute. For clarity, this provision is intended to assist the Parties to resolve any difference between them amicably, but shall be without prejudice to their rights to issue proceedings at such time as they each shall think fit.

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Assignment

8. Neither Party may assign its rights under this Agreement without the prior written consent of the other Party.

Severability

9. If any provisions of this Agreement is, or becomes at any time void, voidable, unenforceable or illegal, that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Entire Agreement

10. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes any previous understandings or agreements concerning the same. This Agreement may only be amended in writing signed by the Parties.

Governing Law and Jurisdiction

11. This Agreement shall be governed, construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") and the Parties each agree to irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong in connection with any disputes arising therein.

EXECUTED AS AN AGREEMENT

SIGNED by)
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For and on behalf of)
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SIGNED by)
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