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THIS AGREEMENT is made on the 17th of August 2015

BETWEEN:

AND:

(Each a "Party" and collectively, the "Parties")

RECITALS:

C Following negotiations, the Parties have now agreed:

- (2) that they will provide interconnection services to one another for local voice traffic passing between their respective networks in accordance with this Agreement based on current configuration, practice and service standards for such interconnection.

IT IS AGREED AS FOLLOWS:

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Future Interconnection for Local Voice Traffic

3. With effect from 1 July 2015 and 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 and transit traffic conveyed across the respective networks when a Party is acting as the transit provider to the other Party's network (the "Bill and Keep Arrangement").

Termination

4. The Bill and Keep Arrangement provided for in this Agreement shall remain in force indefinitely until it is terminated with notice as follows:
 - a) either or gives to the other prior written notice of termination (which does not have to specify any cause) of not less than six (6) months; or
 - b) either party either (i) no longer holds any valid licence for the provision of telecommunications services via its telecommunications network; or (ii) 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 proceedings (otherwise than for the purpose of amalgamation or reconstruction), and the other Party on account of such event gives the first Party written notice of termination at any time thereafter.
5. Upon termination of this Agreement pursuant to the aforesaid notice, the Parties shall enter into discussions with a view to re-negotiate a new mutually acceptable arrangement. If the Parties cannot reach commercial agreement within 60 days after the effective date of termination (or such extended time as mutually agreed), either Party may apply to the

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Communications Authority for the determination of the relevant terms and conditions of the replacement interconnection arrangement.

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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.

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.

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EXECUTED AS AN AGREEMENT

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