

THIS AGREEMENT is made the 22nd day of April 2009

BETWEEN

at (“”) whose registered office is situated

AND

at (“”) whose registered office is situated at

WHEREAS

- A) The Telecommunication Authority (“TA”) issued a statement namely “Deregulation for Fixed-Mobile Convergence” on 27th April 2007 (“FMC Statement”) and concluded that, among others, the regulatory guidance for fixed-mobile interconnection charges in favour of the mobile party’s network pays (“MPNP”) model will be withdrawn subject to a 2-year transition period commencing from 27th April 2007.
- B) It is the mutual intent of and to negotiate and enter into an interconnection agreement (“Interconnection Agreement”) which sets out the commercial arrangement on fixed and mobile interconnection charges following the withdrawal of the existing regulatory guidance in favour of the MPNP charging arrangement effective on 27th April 2009.
- C) Good faith negotiations have taken place between the parties. However, and recognize that it is unlikely to finalise the Interconnection Agreement by 27th April 2009.
- D) With the view to minimize the possibility of disputes between the parties and not to obfuscate the parties’ negotiations before the conclusion of the Interconnection Agreement, and would like to set out the following intent and understanding with respect to the fixed and mobile interconnection arrangement from 27th April 2009 until the signing of the Interconnection Agreement.

NOW IT IS HEREBY AGREED by the parties as follows:

- 1. Effective from 27th April 2009 and until the signing of the Interconnection Agreement (“Interim Period”) and shall not issue any invoice to the other party for interconnection (i.e. origination or termination) charges between them in respect of the traffic that either party after that date originates for termination at the other party’s network (“Traffic”).
- 2. and agree to keep all call records of the Traffic originating and terminating (“Call Records”) at each other network during the Interim Period. If the Interim Period is longer than 3 months, and will verify the volume of Traffic earlier than 3 months ago and either party may discard the Call Records for such verified Traffic.
- 3. and shall use their best efforts to negotiate and agree on the terms of the Interconnection Agreement.
- 4. and agree that the Interconnection Agreement shall take retrospective effect from 27th April 2009.

5. After the signing of the Interconnection Agreement, and shall each charge and settle the interconnection charges (if any) between them in respect of the Interim Period and other period stipulated by the Interconnection Agreement.
6. For the avoidance of doubt, the cost of the transmission links for interconnection between and will be subject to another commercial agreement independent of this Agreement and the Interconnection Agreement.
7. This Agreement shall come into effect on the date first above written and remain in force and shall terminate until the first of the following occurs:
 - a) the parties signing the Interconnection Agreement;
 - b) the parties mutually agree to terminate this Agreement;
 - c) any 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 accrued after 27th April 2009 between and , regardless of whether or not any other operator also participates in that determination;
 - d) any 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 accrued after 27th April 2009 between or among any operators, regardless of whether or not or also participates in that determination;
 - e) a final judgment ruling or finding of the Hong Kong courts on the charging arrangement with respect to fixed and mobile interconnection charges accrued after 27th April 2009, regardless of whether or not the TA, or participates in such proceedings.
8. The termination of this Agreement shall not prejudice or affect any rights or liabilities under this Agreement arising prior to such termination.
9. This Agreement, the commercial negotiation of the Interconnection Agreement and information provided by one party to the other pursuant to this Agreement and/or the 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 apply regardless of whether the Interconnection Agreement is signed and shall be binding on and from the signature of this Agreement. The parties hereto shall provide that their respective employees or agents are bound by and comply with this covenant.
10. Any notice required to be given hereunder shall be sufficiently given if sent by facsimile or registered post address 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 in the ordinary course of transmission it should have been delivered to the address to which it was sent.
11. This 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.
12. This Agreement may only be amended by an instrument in writing signed by or on behalf of each of the parties.
13. This 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.

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

For and on behalf of

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