

CONFIDENTIAL

THIS SECOND AMENDMENT AGREEMENT is dated *8-Aug-2019* ("Second Amendment Agreement")

BETWEEN:

AND:

RECITALS:

- A. _____ and _____ entered into a Local Delivery Agreement for the delivery of local traffic across their respective networks dated 27 September 1995 (the "Agreement").
- B. The parties agreed to adopt local interconnect charges as provided in Amendment Agreement dated 9 October 2014 (the "Amendment Agreement").
- C. The parties have negotiated and agreed to amend the Agreement and the Amendment Agreement as provided in this Second Amendment Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of this Second Amendment Agreement, all words and expressions defined in the Agreement and Amendment Agreement shall, unless otherwise defined herein or the context otherwise requires, have the same meanings in this Second Amendment Agreement.

2. AMENDMENT

The parties agree that the local interconnection charge as set out in Annexes 1 to 4 to the Amendment Agreement shall apply for the conveying of the Service (as defined in Annex 1) between them with effect from 1 July 2019 to 30 June 2024.

3. FULL FORCE AND EFFECT

This Second Amendment Agreement shall take effect from 1 July 2019. Save for the amendments set out in this Second Amendment Agreement, all the terms and conditions of the Agreement and the Amendment Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Second Amendment Agreement, the Amendment Agreement and the Agreement, the provisions of this Second Amendment Agreement shall prevail to the extent of such inconsistency.

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4. GOVERNING LAW AND JURISDICTION

This Second Amendment Agreement shall be construed and interpreted 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 disputes arising from this Second Amendment Agreement.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of

Signed for and on behalf of