

CONFIDENTIAL

THIS AMENDMENT AGREEMENT dated 26 May 2020 ("Amendment Agreement")

BETWEEN:

AND:

RECITALS:

- A. \_\_\_\_\_ and \_\_\_\_\_ entered into a Local Delivery Agreement for the delivery of local traffic across their respective networks dated 8 July 2015 (the "Agreement").
- B. The Parties have negotiated and agreed to extend the validity of the Agreement and revise the Agreement as provided in this Amendment Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

2. AMENDMENT

- (a) The definitions of the "Effective Date" and "End Date" be inserted in Clause 1.1 of the Agreement respectively as follows:

"Effective Date" means 1 July 2019.

"End Date" means 30 June 2024.

- (b) Clause 4.2 be deleted and replaced by the following:

"The Parties further agree that the Charges set out in Schedule 1 shall apply for the conveying of the Services (as defined in Schedule 1, Annex 1) between them from the Effective Date to the End Date."

**3. FULL FORCE AND EFFECT**

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

**4. GOVERNING LAW AND JURISDICTION**

This 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 Amendment Agreement.

**EXECUTED AS AN AGREEMENT**

**Signed for and on behalf of**

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