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THIS AMENDMENT AGREEMENT of Agreement for Local Interconnect Charge Arrangements dated - 3 JUN , 2020 ("Amendment Agreement")

BETWEEN:

AND:

collectively, the "**Parties**" and each, a "**Party**".

RECITALS:

- A. (holder of holder of) and (holder of) entered into an Agreement for Local Interconnect Charge Arrangements for the delivery of local traffic across their respective networks dated 22 October 2014 (the "**Agreement**").
- B. The Parties have negotiated and agreed to revise the Agreement as provided in this Amendment Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined herein, terms, nomenclatures and capitalised items used in this Amendment Agreement shall have the same meanings in the Agreement.

2. AMENDMENT

The Parties agree to amend the Agreement as follows:-

- (a) The definition of the "**Term**" in Clause 1 of the Agreement be deleted and replaced by the following:
- "**Term**" means the duration of this Agreement commencing from the Effective Date until terminated in accordance with the terms of this Agreement.
- (b) The definition of "**End Date**" in Clause 1 of the Agreement be deleted.
- (c) The following new definition of "**Initial Term**" be inserted in Clause 1 as follows:

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“Initial Term” means the period from the Effective Date to 30 June 2024 (both dates inclusive).

(d) Clause 8 be deleted and replaced by the following:

8. EFFECTIVE DATE AND TERM

8.1 Unless otherwise terminated earlier in accordance with this Agreement, this Agreement shall come into force on the Effective Date and shall continue in full force and effect for the Initial Term.

8.2 Upon expiry of the Initial Term, this Agreement shall automatically continue unless either Party terminates this Agreement by giving the other Party ninety (90) days prior written notice.

3. FULL FORCE AND EFFECT

(a) This Amendment Agreement shall take retrospective effect from 1 July 2019. (**“Amendment Effective Date”**). All rights and obligations accrued before Amendment Effective Date shall not be affected by this Amendment Agreement.

(b) Save for the amendments set out in Amendment Agreement, all the terms and conditions of the Agreement shall remain in full force and effect.

(c) 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 irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any disputes, controversies and differences arising from this Amendment Agreement.

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EXECUTED AS AN AGREEMENT

Signed for and on behalf of

Signed for and on behalf of