

THIS INTERCONNECTION AGREEMENT is made on the 1st day of December, 2007

BETWEEN

(1) _____ a company incorporated under the laws of Hong Kong, whose registered office is situate at _____

(2) _____ a company incorporated under the laws of Hong Kong, whose registered office is situate at _____

(_____ and _____ are collectively referred to herein as the "Parties" and individually referred to as a "Party")

RECITALS

A. _____ provides telecommunications services in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") pursuant to a _____ licence issued under the Telecommunications Ordinance, Cap. 106 ("Ordinance") whereas _____ provides telecommunications services in Hong Kong pursuant to a local _____ licence issued under the Ordinance.

B. _____ and _____ agree to interconnect their respective telecommunications networks and convey Designated Communications in accordance with this Agreement.

AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement including the Schedules and recitals, unless the context otherwise requires, the following terms and phrases shall have the following meanings:-

"Business Day" means a day on which trading banks are open for business in Hong Kong (excluding Saturdays).

“Call Delivery Service” means the call delivery services described in the configuration as set out in Schedule 1 in relation to Designated Communications and any other call delivery services agreed in writing from time to time between the Parties.

“Called Party” means the device, customer equipment or person, to which or to whom a Designated Communication from a Calling Party is conveyed for final termination.

“Calling Party” means a device, customer equipment or person from which or from whom a Designated Communication is originated for transmission to a Called Party.

“Charges” means amount set out in Schedule 2 payable by each Party to the other Party under this Agreement in accordance with Clause 4 for the supply of Call Delivery Services, as amended from time to time under this Agreement or as lawfully determined by the TA under section 36A of the Ordinance.

“CLI” or “Calling Line Identification” means the information identifying the number of the telephone line or apparatus from which a communication originates that is generated or transmitted by the Network or Third Party Network to which that line or apparatus is connected.

“CLI Code of Practice” means the Code of Practice in relation to Calling Line Identification and Other Calling Line Identification Related Services issued by the TA.

“Commencement Date” means the date of this Agreement.

“Confidential Information” has the same meaning as it has under the Confidentiality Agreement.

“Confidentiality Agreement” means the confidentiality agreement dated 31st January 2007 entered into between and

“Connection Customer” of a Party or of a Third Party Operator means a Calling Party or Called Party that transmits and/or receives communications using a Connection Customer Line operated by that Party or Third Party Operator.

“Connection Customer Line” means the line that directly connects a Calling Party or Called Party to a local telecommunications exchange in Hong Kong.

“Designated Communications” means a communication comprised of voice and/or data on the voice and any other communications agreed in writing from time to time to be exchanged between the Parties respective Networks.

“Fixed Telecommunications Network Service” has the same meaning as the term **“Service”** given in Schedule 1 of each Party’s Licence.

“Licence” means in relation to a Party, the Fixed Telecommunications Network Services Licence which has been issued to that Party pursuant to the Ordinance, each as amended from time to time.

“Network” of a Party means the telecommunicates network owned or operated by that Party pursuant to its Licence or licensed under the Ordinance and for clarification, includes facilities of the other Party or of a third party which that Party operates in the course of conveying communications.

“Numbering Plan” means the Numbering Plan for telecommunications services in Hong Kong issued by the Telecommunications Authority, as amended from time to time.

“Ordinance” means the Telecommunications Ordinance (Cap. 106) of Hong Kong.

“Service Supplier” means the Party which provides Fixed Telecommunications Network Services to the Connection Customer or to the person who provides the end use telecommunications service to the Connection Customer, including through the provision of a service by the Service Supplier.

“Services” means the services, including the Call Delivery Services, to be provided by each Party under this Agreement.

“Supporting Operator” means the Party which provides Call Delivery Services to the Service Supplier.

“TA” or **“Telecommunications Authority”** means the Telecommunications Authority of Hong Kong.

“Third Party Network” means any telecommunications network lawfully owned or operated by a third party from time to time.

“Third Party Operator” means a person that owns or operates a Third Party Network.

1.2 In this Agreement unless, the context otherwise requires:-

- (a) heading are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) the word person includes a body corporate, an unincorporated association or an authority;
- (d) a reference to a Party includes its successors and permitted assigns;
- (e) a reference to a document, includes any amendment, replacement or novation of it;
- (f) a reference to a statute, ordinance or by-law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) a reference to agreement by or between the Parties, means agreement in writing signed by each Party; and
- (i) a reference to the Agreement includes the Schedules and exhibits hereto.

1.3 The inclusion or omission of any right or obligation in this Agreement, and the consideration to include or omit any right or obligation within this Agreement, is not to be construed as an acknowledgment by a Party that:-

- (a) its ability to make any representation in seeking any determination of the Party's rights or obligations under the Ordinance or under its Licence is in any way affected; or
- (b) that right or obligation falls within or outside (as the case may be) the terms of section 36A of the Ordinance of its Licence.

2. SCOPE OF THIS AGREEMENT

- 2.1 Subject to clause 2.2, this Agreement is intended to regulate the relationship and to set out the rights and obligations as between the Parties in respect of the conveyance and exchange of Designated Communications across their respective Networks, the provision of Services and the other matters set out in this Agreement.
- 2.2 Subject to clause 2.4 if an applicable determination is made by the TA pursuant to section 36A of the Ordinance each Party acknowledges that it shall take all reasonable steps (including without limitation amending the terms of this Agreement) necessary to implement the determination and any consequential changes arising from the implementation.
- 2.3 If the Parties are unable to agree pursuant to this clause, within one month of the date of the determination being made by the TA, upon the manner in which, or extent to which, the determination should prevail, either Party may refer the disagreement to the TA for resolution by the TA.
- 2.4 If:
- (a) a determination referred in clause 2.2 is subject to a bona fide dispute by a Party that such a determination is unlawful, has not been lawfully made or is invalid (as a result of the determination being ultra vires, having been made contrary to any applicable law relating to due administrative process or otherwise); and
 - (b) that Party notifies the other Party of that dispute and takes steps to have that dispute determined by a court of competent jurisdiction within 90 days from the date of the determination.

Then this Agreement will be amended to implement that determination when a court finally determines that dispute.

- 2.5 If the Parties implement a determination of the TA that is later determined to be invalid for any reason by a court of competent jurisdiction then the parties will take such steps as may be necessary to put themselves in the position that each of them would have been in had that determination of the TA never been implemented.

3. INTERCONNECTION SERVICES

From the Commencement Date, the Supporting Operator must provide Call

Delivery Services to the Service Supplier in accordance with this Agreement.

4. CHARGES

- 4.1 Each Party must pay the other Party the amount of the Charges as specified in Schedule 1 in accordance with the billing and settlement procedure in Schedule 3.
- 4.2 The Parties agree that if, after the date of this Agreement, the TA determines any new charges in relation to all or any of the Services provided under this Agreement:-
- (a) subject to clauses 2.2 and 2.3 the Parties will reconcile the Charges previously paid under this Agreement such that those new charges are treated as having applied from the effective date of the applicable determination as mentioned in clause 2.2; and
 - (b) any Party which claims to be entitled to an additional payment or reimbursement as a result of the operation of paragraph (a) will issue an invoice for such amount in accordance with the billing and settlement procedure set out in Schedule 3.
- 4.3 Unless otherwise agreed, in all respects the provisions of Schedule 3 will apply to the issue and payment of invoices arising from the retrospective application of charges as contemplated by this Clause 4.

5. CLI AND PROVISION OF INFORMATION GENERALLY

- 5.1 Each Party must provide CLI, as far as technically practicable and in the case of Designated Communications received by that Party from a Third Party Network, where available, to the other Party as part of the call set up signal for a Designated Communication for which the other Party is the Service Provider, except to the extent that the CLI Code of Practice provides or the TA otherwise directs.
- 5.2 Each Party must use CLI provided by the other Party in such manner as is authorized by the CLI Code of Practice and in accordance with the terms of any other relevant guideline or determination issued or made by the TA and any applicable law.
- 5.3 Each Party must endeavour to ensure that information provided by it to the

other Party under this Agreement is correct to the best of its knowledge at the time of provision.

- 5.4 Subject to Clause 5.3, neither Party warrants that information provided under this Agreement be entirely free from errors nor will remain valid after its provision.

6. NETWORK OPERATION AND MANAGEMENT

- 6.1 Each Party must ensure that the set up of its network equipment and facilities for the purpose of routing and conveying communication either direct or indirect across their respective networks conforms to the configuration as set out in Schedule 1. Such configuration will be revised from time to time by mutual agreement and/or as required to comply with the technical standards made by the TA.
- 6.2 Each Party is responsible to provide, install, test, make operational and maintain at its own cost and expense all network equipment and facilities on its side.
- 6.3 Each Party shall deliver all relevant traffic of the numbering levels specified in Schedule 2, which may be revised by mutual agreement of the Parties from time to time.
- 6.4 Each Party shall take reasonable steps to ensure that the technical and operational quality and timing of the conveyance and exchange of communication are at least equivalent to that which it provides to itself.
- 6.5 Each Party shall take reasonable steps to keep their respective networks in good condition and repair and to manage, modify and rectify any fault arising in its network which may affect the interconnection and exchange of traffic by either Party.
- 6.6 Neither Party may take any action which may damage, interfere with, cause any deterioration in, or materially and adversely affect the operation of, the other Party's network.

7. BILLING AND SETTLEMENT

- 7.1 Charging principles for interconnection services will be determined in accordance with the principles specified in the relevant statements and/or determination made by the TA, including but not limited to Statement No.7

(Second Revision) - "Carrier-to-Carrier Charging Principles" dated 18 March 2002, Determination under Section 36A of the Telecommunication Ordinance (Cap.106) for Interconnection between PCCW-HKT Telephone Limited and Wharf T&T Limited dated 27 February 2003, Implementation of Local Access Charge and Modified Delivery Fee Arrangements dated 30 December 1998 and Statement for the Review of Local Access Charge dated 28 June 2001 and other applicable statements and/or determinations as may be issued by the TA from time to time.

- 7.2 Both Parties agree to negotiate in good faith with a view to mutually agree on the level of charges that determined and specified in Schedule 2 from time to time.
- 7.3 All charges will be settled in accordance with the Billing and Settlement Procedure as set out in Schedule 3.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.
- 8.2 Neither Party is liable to the other for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with this Agreement whether during or after the term of this Agreement. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

9. TERM AND TERMINATION

- 9.1 This Agreement commences on the Commencement Date and remains in force until terminated in accordance with this clause or by the TA pursuant to a lawful determination under section 36A of the Ordinance.
- 9.2 may terminate this Agreement immediately by giving notice in writing if:
- (a) materially breaches a material provision of this Agreement and that breach is not remedied within days after receiving written

notice to do so; or

- (b) becomes subject to any form of insolvency administration or winding-up, unless there is a bona fide dispute between and the person or persons seeking to subject to to that insolvency, administration or winding up; or
- (c) the TA validly determines and notifies in writing that it will revoke Licence, in which case this Agreement shall terminate at the date such revocation becomes effective.

9.3 may terminate this Agreement immediately by giving notice in writing if:

- (a) materially breaches a material provision of this Agreement and that breach is not remedied within days after receiving written notice to do so; or
- (b) becomes subject to any form of insolvency administration or winding-up, unless there is a bona fide dispute between and the person or persons seeking to subject to to that insolvency, administration or winding up; or
- (c) the TA validly determines and notifies in writing that it will revoke Licence, in which case this Agreement shall terminate at the date such revocation becomes effective.

9.4 On termination of this Agreement (whether in whole or in part) each Party remains liable to the other in respect of all amounts owed to the other Party in accordance with this Agreement in respect of actions up to the date of termination.

9.5 If a Party ("Defaulting Party") is in material breach of this Agreement and the other Party ("Injury Party") notifies the Defaulting Party requesting it to rectify that breach ("Default Notice") then within Business Days after that Default Notice is given the Defaulting Party must notify the Injured Party of the action it proposes to take to remedy that material breach and must commence to take appropriate action to remedy the material breach.

9.6 If the Defaulting Party:-

- (a) fails to commence to take appropriate action to remedy the material breach within Business Days after receiving the Default Notice; or
- (b) having taken the appropriate action to remedy the material breach, fails to remedy the material breach as soon as possible and in any event within Business Days after receiving the Default Notice, the Injured Party may, without prejudice to any right to damages under this Agreement, after giving Business Days notice suspend the provision of any Service of the kind in respect of which the breach has occurred until the material breach is remedied and the Defaulting Party has certified that material breach has been so remedied.

9.7 After the termination of this Agreement in circumstances where there is no agreement between the Parties or lawful determination providing for the contrary, unless there is a bona fide dispute in relation to the validity of the determination:-

- (a) Each Party must within a reasonable period (which will not be less than months) after termination disconnect its Network from the Network of the other Party or allow the other Party to so disconnect its Network; and
- (b) Each Party's right to use the other Party's Confidential Information ceases.

9.8 Termination or expiry of this Agreement does not:-

- (a) affect and is without prejudice to any accrued rights or remedies a Party may have under this Agreement that have accrued prior to or as a result of termination or expiry of this Agreement; or
- (b) operate as a waiver of any breach of this Agreement by a Party.

9.9 This clause and clause 4, 8 and 10 shall survive termination or expiry of this Agreement.

9.10 If this Agreement is terminated for any reasons and the obligation to provide Services continues, each Party's obligations under clause 4 will also continue for the duration of the provision of those Services to it.

9.11 Either Party may terminate this Agreement by giving the other Party at

least twelve (12) month's notice in writing.

10. **CONFIDENTIAL INFORMATION**

Any Confidential information supplied under or in relation to this Agreement is subject to the Confidentiality Agreement except that CLI may be used as specified in Clause 5.

11. **FORCE MAJEURE**

11.1 A Party does not breach this Agreement and is not liable to any other Party for a delay or failure to perform an obligation (except an obligation to pay money) resulting from events or circumstances beyond the Party's reasonable control to the extent that the effect of those events or circumstances renders performance impossible. The Party affected by the event or circumstances will be granted a reasonable extension of time to perform the obligation, if:

- (a) it notifies the other Party as soon as reasonably practicable of the event or circumstances and of the period for which it expects performance of its obligations to be delayed or prevented; and
- (b) it takes all reasonable steps to avoid or limit the effects of the event or circumstances.

11.2 If a delay or failure to perform a Party's obligations due to an event or circumstance beyond that Party's reasonable control exceeds 30 days, the other Party may immediately terminate this Agreement on notice to the first Party, but only if it has not at that time breached this Agreement in a manner which would entitle the other Party to terminate this Agreement.

11.3 An event or circumstances beyond a Party's reasonable control includes acts of God, war, flood, fire, explosion, civil disobedience, legislation not in force at the date of this Agreement, labour disputes, or delays of third parties, including suppliers, over which the Party has no control. However, the parties agree that the failure of either Party to be granted a Licence is not an event of Force Majeure for the purposes of this Agreement.

12. **ASSIGNMENT**

Neither Party may assign its rights under this Agreement without the prior written consent of the other Party.

13. NOTICE

- 13.1 All notices given by the Parties under this Agreement shall be in writing and delivered by personal delivery or ordinary post or facsimile (with a copy posted) to the respective addresses or facsimile numbers given below (until a Party gives written notice to the other indicating otherwise) and shall be effective notwithstanding any change of address not so notified.

Telephone:

Fax:

Contact Person:

Telephone:

Fax:

Contact Person:

- 13.2 Proof of dispatch, posting or transmission shall constitute proof of receipt

13.2.1 by personal delivery, at the time the notice was served;

13.2.2 by ordinary post, one working day after posting; and

13.2.3 by facsimile transmission, on the day of which the facsimile was transmitted by the sender.

14. MISCELLANEOUS

14.1 This Agreement shall not be deemed to constitute an agency, partnership or joint venture between the Parties.

14.2 If any provision of this Agreement is held to be illegal, invalid, void or otherwise unenforceable, they shall not affect the legality, validity and enforceability of the remaining provisions of this Agreement.

14.3 No Party shall be entitled to assign or transfer or otherwise deal with any of its rights obligations under this Agreement to any third party without the prior written consent of the other Party.

14.4 This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by each of the Parties hereto.

14.5 No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence thereto. No waiver shall be valid against any Party hereto, unless made in writing and signed by the Party against whom enforcement of such waiver is sought, and then only to the extent expressly specified therein.

15. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of Hong Kong and the Parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives on the date indicated below.

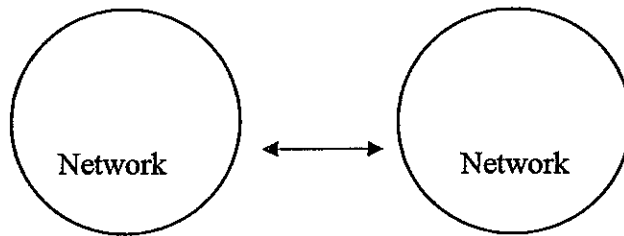
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SCHEDULE 1

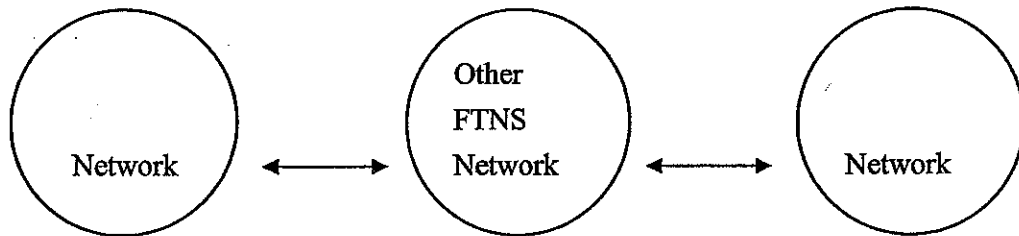
Configuration of the interconnection between and

Both Parties agreed to deliver the traffic to each other in accordance with the numbering plan as stated in Schedule 2 under the following configurations:



Direct Interconnection Mode

or



Indirect Interconnection Mode (for overflow purpose)

~ End of Schedule 1 ~

SCHEDULE 2

Numbering plan for traffic passing between and

The following is the numbering plan for traffic passing between the Parties:

No.	Calling Party	Called Party	Number levels* ¹	Remarks
1				Fixed network number
				Network number
				Customer enquiry and hot lines or operator-assisted services
				Services of high volume of traffic
2				Access Code for IDD service
				Fixed network number
				Network number
				Customer enquiry and hot lines or operator-assisted services
				Services of high volume of traffic
				Freephone services
				Personal numbering services
				Public Non-Exclusive Telecommunications Services (for External Telecommunications Services/IDD type of services)
	Public Non-Exclusive Telecommunications Services (other than External Telecommunications Services/IDD type of services)			

Note:

- For details of the numbering formats, please refer to the latest issue of "The Numbering Plan for Telecommunications Services in Hong Kong" as may be updated by the TA from time to time. For those agreed call types, the numbering levels will be revised by the allocation of new numbers by OFTA to the relevant operators.

Charges for traffic passing between and

Subject to Clause 7 of this Agreement, the Parties agreed to pay each other the following charges:

1. External Calls
Local Access Charge: HKD 0.106 per occupancy minute

2. Local Calls
Local Interconnection Charge: i) HKD 0.025 per call attempt
ii) HKD 0.014 per call occupancy minute

Unless otherwise specified, the charges set out above is subject to adjustment by reference to the relevant determination as may be issued by the TA from time to time within the industry and/or the Parties' mutual agreement to be made from time to time.

~ End of Schedule 2 ~

SCHEDULE 3

Billing and Settlement Procedures

1. Billing Principle

Service charges for a call which begins at or after 00:00:00 of the first day of the calendar month will be included in the statement issued for that month. Service charge for a call that begins in one calendar month and completes in the following calendar month will be included in the statement for the first month.

2. Issue of Statement

2.1 Within 30 calendar days after the expiration of each calendar month, or as soon as practicable thereafter, the Party to be paid the invoiced amount ("Recipient Party") will provide to the Party who must pay the invoice amount ("Payment Party") a statement containing:

- (a) invoice issue date and invoice number;
- (b) invoice due date;
- (c) any brought forward amount of previous invoices;
- (d) amount payable for each category of charges in respect of the month covered by invoice;
- (e) interests on any overdue amounts; and
- (f) total amount payable.

2.2 Invoices shall be delivered either by hand or by mail. Invoices shall be sent to the relevant persons notified by the Payment Party (or such other duly authorized person) at the address of the Payment Party referred to in Clause 8 (Notices) of this Agreement and will be deemed to have been received as set out in that clause.

3. Settlement

3.1 Unless otherwise agreed between the Parties, all invoices shall be settled in Hong Kong dollars by company cheque made payable to the Recipient Party or by electronic transfer to the nominated bank account of the Recipient Party. Payment shall be credited to the Recipient Party on or before the invoice due date.

3.2 Subject to Clause 3.5 of this Schedule 3, all payments of invoices shall be without set off or counterclaim and free and clear of any withholding or

deduction.

3.3 Invoices amounts are due in full within _____ calendar days from the date of issue of the invoice or next working day if it is a holiday. Overdue interests are due immediately.

3.4 Late Payment of Invoice

If an invoice is not paid by the invoice due date, the Payment Party shall be required to pay interest in respect of the overdue amount. Overdue interest will be calculated at the rate which is equal to 2% above the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited as current from time to time. Interest will accrue daily on all outstanding amounts (including accrued overdue interest) from the due date until payment in full is received by the Recipient Party. Interest will continue to accrue despite termination of the Agreement.

3.5 Non-payment

All disputes concerning invoices which remain outstanding and unpaid shall be settled in accordance with the dispute resolution procedures set out in Clauses 4 and 5 of this Schedule 3.

3.6 Payment of Disputed Items

If the Payment Party bona fide dispute(s) the whole or part of an invoice, it shall pay that portion of the invoiced amount which is not in dispute. Overdue interest will accrue in respect of the non-disputed portion if it is not paid by the invoice due date. The disputed portion is not payable until resolution of the dispute provided that the Payment Party complies with the terms set out in Clauses 4 and 5 of this Schedule 3.

4. Dispute Resolution

4.1 Notification of Dispute

If the Payment Party disputes an invoice, it shall notify the Recipient Party in writing specifying:

- (a) the invoice in dispute;
- (b) the amount in dispute;
- (c) reasons for dispute; and

(d) supporting documentation, as appropriate.

Notification of dispute must be delivered by hand or by post or by facsimile (as permitted and in accordance with Clause 8 of this Agreement) and shall reach the Recipient Party before the invoice due date.

4.2 Late Notification

Any dispute raised after the invoice due date will not be considered as a dispute item, and the invoice shall be settled in full by the invoice due date without further delay.

4.3 Dispute Investigation

In respect of any dispute, the Parties shall investigate any discrepancy that may have occurred in relation to the disputed items. Alternatively, the Parties will arrange for joint investigation whether there is substantial discrepancy between the records maintained by the Parties. Such joint investigation is expected to be completed within () Business Days from the dispute notification date. "Business Day" shall mean a day other than a Saturday or Sunday or a public holiday in Hong Kong.

Subject to the provisions in this Clause 4, a dispute is deemed to be invalid if there is no substantial error found in respect of the invoice in dispute within () Business Days from the dispute notification date. The Payment Party shall pay overdue interest on the disputed amount commencing from the original invoice due date.

4.4 Non-Settlement of Dispute

The Parties shall use their reasonable efforts to promptly resolve any dispute notified under this Schedule 3. If the Parties are unable to resolve any dispute in relation to the accounting process which affects the amount in dispute within () Business Days after notification of the dispute, either Party may refer the matter to a suitable expert agreed between the Parties, or failing such agreement, an expert as appointed by the Chairman of Hong Kong Institute of Certified Public Accountants. The person appointed shall act as the expert and not an arbitrator. Before the dispute is referred to the expert, the Parties shall agree to the estimated cost of resolving the dispute.

5. Resolution

- 5.1 Following the dispute investigation, the Payment Party shall be required to pay to the Recipient Party the amount assessed to be payable ("Resolution Amount"). The cost of the expert referred to in Clause 4.4 of this Schedule 3 shall be borne by the losing Party solely unless the arbitrator determines otherwise.
- 5.2 Any Resolution Amount (including principal and interest) assessed to be payable and the cost of the expert referred to in Clause 4.4 of this Schedule 3 following the dispute resolution shall be settled within Business Days from the date of decisions made by the expert referred to in Clause 4.4 of this Schedule 3 ("Date of Decision").
- 5.3 If the Recipient Party does not receive the outstanding principal and interest within Business Days from the Date of Decision, it shall be entitled to impose an overdue interest on these amounts in the next invoice to be issued to the Payment Party.

6. Data Discrepancies

The tolerance limit for discrepancies in respect of call data measured by the Parties respectively will be % for local calls and % for external calls in respect of the number of minutes used in the month covered by a statement. This tolerance limit will be reviewed regularly, and adjusted by written agreement between the Parties.

~ End of Schedule 3 ~