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THIS AMENDMENT AGREEMENT NO. 3 is dated 7 November 2014 (“Amendment Agreement No. 3”)

BETWEEN:

AND:

RECITALS:

- A. and entered into a Memorandum of Understanding for Direct Interconnect between and for the delivery of local and external traffic across their respective networks dated 19 February 2001 as amended on 23 August 2006 and 30 April 2014 (collectively the “Agreement”).
- B. In light of the statement entitled “Review of Regulatory Guidance on the Charging Principles of Interconnection between Fixed Carriers” issued by the Communications Authority on 16 April 2013, the parties have negotiated and agreed to adopt Local Interconnection Charge as provided in this Amendment Agreement No. 3.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of this Amendment Agreement No. 3, 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 No. 3.

2. AMENDMENT

The parties agree that the Local Interconnection Charge as set out in Annexes 1, 2, 3 and 4 to this Amendment Agreement No. 3 shall apply for the conveying of the Services (as defined in Annex 1) between them with effect from 1 November 2014 to 30 June 2019. The Local Interconnection Charge as provided in the Agreement for the Service will be replaced by those charges provided in Annexes 1, 2, 3 and 4 to this Amendment Agreement No. 3 accordingly.

3. FULL FORCE AND EFFECT

This Amendment Agreement No. 3 shall take effect from 1 November 2014. Save for the amendments set out in this Amendment Agreement No. 3, 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 No. 3, and the Agreement, the provisions of this Amendment Agreement No. 3 shall prevail to the extent of such inconsistency.

4. GOVERNING LAW AND JURISDICTION

This Amendment Agreement No. 3 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 No. 3.

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Signed for and on behalf of

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ANNEX 1

Definitions

For the purpose of this Agreement,

“**Services**” means the provision of originating, terminating or transiting services for local telephone calls within Hong Kong by one Party’s fixed network to the other Party’s fixed network including Service-Based Operator (“SBO”) networks directly connected to the Parties. Such Services may by agreement be provided directly or indirectly on a transiting basis.

“**Appointed Transit Network Operator**” means an FNO which has an agreement with another FNO to become its transiting network operator for sending and receiving traffic from other network operators.

“**FNO**” means a fixed network operator in Hong Kong which provides telecommunications services between fixed points.

“**Local Interconnect Charges**” or “**LIC**” means those charges agreed between the Parties to be imposed for the handling of local telephone calls originating and terminating at their respective fixed telecommunications networks, including SBO networks directly connected to the Parties, within Hong Kong under this Agreement and as set out in Annex 2.

“**Occupancy Minute**” means the duration in relation to a call between the time of seizure of a circuit in a Party’s interconnect gateway exchange or local exchange which is connected to the other Party’s interconnect gateway exchange or local exchange or an exchange in a relevant third party’s network (as applicable) until that circuit is released at the relevant exchange.

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ANNEX 2

Charges

1. Local Interconnect Charges payable (in Hong Kong dollars) are shown as below:

	Per call	Per Occupancy Minute
LIC Direct Charge		
Terminating Access Charge	HK\$0.025	HK\$0.014
Originating Access Charge	HK\$0.025	HK\$0.014
LIC Transit Charge		
Transit Terminating Access Charge	HK\$0.004	HK\$0.008
Transit Originating Access Charge	HK\$0.004	HK\$0.008

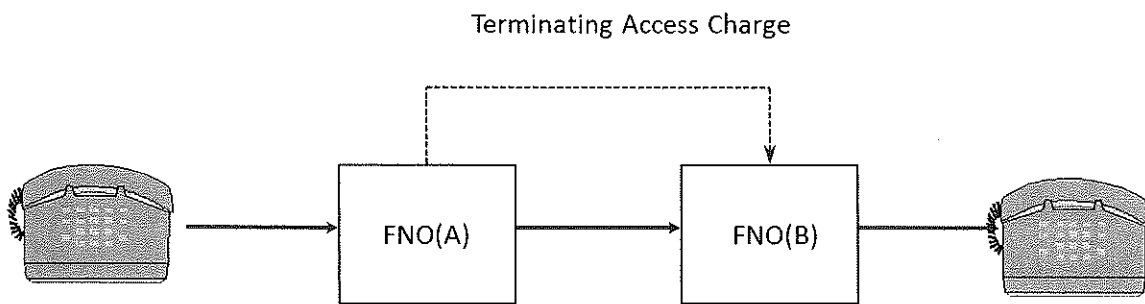
2. The various call types for which LIC mentioned in Clause 1 above apply and the Party responsible for payment of the LIC for each call type are shown in **Annex 3**.
3. Call durations are measured in seconds but the total chargeable call durations are rounded up to the nearest Occupancy Minute for the purposes of invoicing for LIC.

ANNEX 3

Call Types & Payment of Charges

In this Annex, all LIC refer to the rates shown in Annex 2.

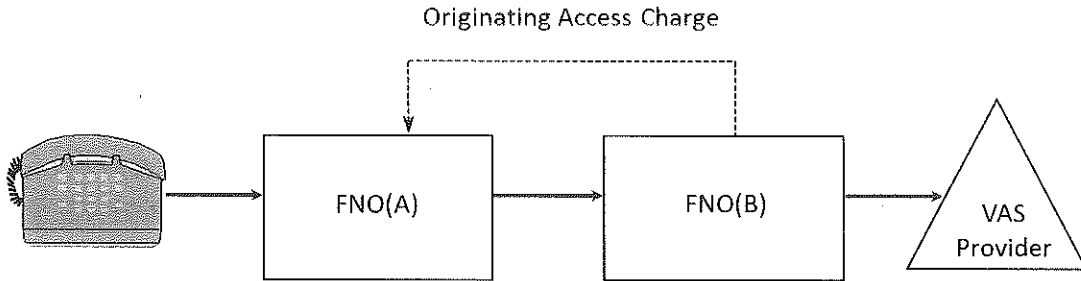
1. Call Origination (Direct) – Terminating Access Charge



- 1.1 The call originates from a customer of FNO(A) who makes a call to customer in the network of FNO(B).
- 1.2 FNO(A) and FNO(B) will be subject to the LIC shown in Annex 2 if they are each a Party to this Agreement.
- 1.3 LIC will be payable as follows:

FNO(A) pays FNO(B) the Terminating Access Charge.

2. Call Origination (Direct) – Originating Access Charge



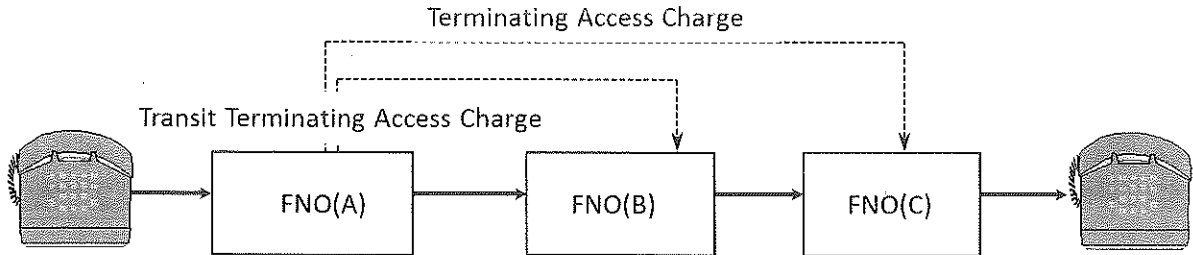
2.1 The call originates from a customer of FNO(A) who makes use of the value added service (“VAS”) provided by the VAS Provider hosted by FNO(B). For the avoidance of doubt, VAS includes number levels of “Auto Paging 7x”, “Freephone 800x & Network Number”, “Information Service 900x & Network Number” and “VAS 30(0-4) & Network Number”.

2.2 FNO(A) and FNO(B) will be subject to the LIC shown in **Annex 2** if they are each a Party to this Agreement.

2.3 LIC will be payable as follows:

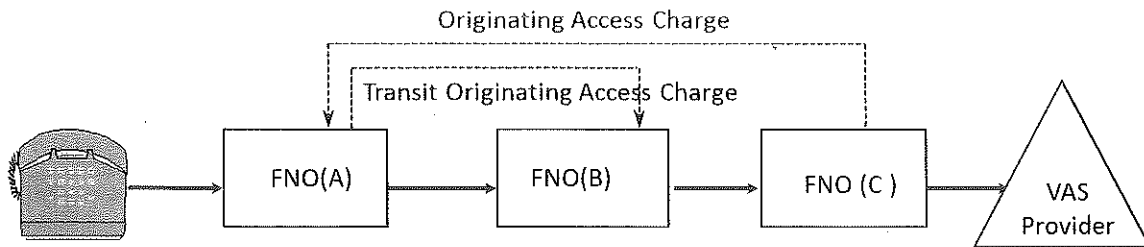
FNO(B) pays FNO(A) the Originating Access Charge.

3. Call Origination (Transit) - Transit Terminating Access Charge



- 3.1 The call originates from a customer of FNO(A) to a customer of FNO(C) via the fixed network of FNO(B).
- 3.2 Each of FNO(A), FNO(B) and FNO(C) will be subject to the LIC shown in **Annex 2** to the extent that each is a Party to this Agreement in respect of each other Party to this Agreement.
- 3.3 LIC will be payable as follows:
- (i) FNO(A) pays FNO(C) the Terminating Access Charge.
 - (ii) FNO(A) pays FNO(B) the Transit Terminating Access Charge. However, if FNO(B) is an Appointed Transit Network Operator of FNO(C), then the Transit Terminating Access Charge in this call scenario will be waived by FNO(B). For avoidance of doubt, a Party shall update the other Party from time to time by no less than 30 days' advance written notice the list of FNOs of whom the Party is the Assigned Transiting Network Operator, Annex 4 shows the latest list as of the date of this Agreement.
 - (iii) In case there is more than one transit fixed network involved in delivering the call, each transit fixed network pays the next transit fixed network the Transit Terminating Access Charge.

4. Call Origination (Transit) – Transit Originating Access Charge



4.1 The call originates from a customer of FNO(A) to access the VAS service provided by the VAS Provider hosted by FNO(C) via the fixed network of FNO(B).

4.2 Each of FNO(A), FNO(B) and FNO(C) will be subject to LIC as shown in **Annex 2** to the extent that each is a Party to this Agreement in respect of each other Party to this Agreement.

4.3 LIC will be payable as follows:

- (i) FNO(C) pays FNO(A) the Originating Access Charge.
- (ii) FNO(A) pays FNO(B) the Transit Originating Access Charge. However, if FNO(B) is an Appointed Transit Network Operator of FNO(C), then the Transit Originating Access Charge in this call scenario will be waived by FNO(B). For avoidance of doubt, a Party shall update the other Party from time to time by no less than 30 days' advance written notice the list of FNOs of whom the Party is the Assigned Transiting Network Operator, Annex 4 shows the latest list as of the date of this Agreement.
- (iii) In case there is more than one transit fixed network involved in delivering the call, each transit fixed network pays the next transit fixed network the Transit Originating Access Charge.

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ANNEX 4

List of Appointed Transit Network Operator

1. is the Appointed Transit Network Operator of:

Name of FNO	Holder of (licence number)
Nil	Nil

2. is the Appointed Transit Network Operator of:

Name of FNO	Holder of (licence Number)
Nil	Nil