

**LOCAL ACCESS CHARGE ANNEX
(ONE WAY)**

1. Application

1.1 This Annex forms part of the Inter Carrier Traffic Exchange Agreement between

dated 1 August 2005 ("**Agreement**").

1.2 Definitions in the Agreement apply in this Annex unless otherwise defined herein.

2. Term

2.1 This Annex is effective from **1 July 2013** to **30 June 2015** (both dates inclusive) (the "**Term**") and shall continue unless terminated by either Party giving the other at least ninety (90) days notice of termination.

2.2 Before the end of the Term the Parties shall agree and sign a new Annex setting out any new terms, including the relevant term of such Annex. If a new Annex has not been agreed and signed prior to the end of the Term, the terms of this Annex (including the relevant Local Access Charge) shall apply during the period after the end of the Term.

2.3 The terms of this Annex are non-exclusive and both Parties are free to establish similar arrangements with other carriers.

3. The Services

3.1 Carrier agrees to provide , terminating services for International Traffic delivered from switch in Hong Kong to Carrier's network and originating services for reverse billed International Traffic from Carrier's network (as may be applicable in the circumstance), pursuant to terms of this Annex (the services in respect thereof being the "**Services**").

3.2 For the purposes of this Annex, "**International Traffic**" means those transmissions which either terminates in Hong Kong which are originated outside of Hong Kong or, in the case of reverse billed international traffic only, originate in Hong Kong and are destined for termination outside of Hong Kong.

3.3 will pay Carrier the inter-connection charge for the termination (or in the case of reverse billed traffic, origination) of such traffic (as may be applicable in the context), at the rate(s) specified in the Schedule (the "**Local Access Charges**") which shall be fixed for the Term.

3.4 Except for the Local Access Charges, in no event will a Party charge the other Party any other fees or charges in connection with the provision of the Services, without the prior written agreement of the other Party.

4. Rate Changes

4.1 After expiration of the Term, Carrier may, by giving written notice to vary the rates of the Local Access Charges which will be effective as of three (3) months from the date of such notice and, in case of rate decreases effective immediately on the date of the notice, unless otherwise agreed between the Parties in writing.

4.2 For rate change notification to _____ please email to _____ and your account manager.

5. Invoicing and payment

5.1 Within 30 days of the end of each calendar month, Carrier must prepare a monthly invoice (an "Invoice") detailing the Services that it provided during that month, which shall set out details for each destination showing:

(a) the number of calls received only if it is relevant for calculation of the Charges ; and

(b) the number of minutes measured and billed by that Party, together with the rate per minute.

5.2 Carrier may only charge for successful calls, based on the conversation minutes it measures and will base on an initial billing interval of one second and subsequent billing intervals of one second each. The time in traffic billing is Greenwich Mean Time (or UTC)+8.

5.3 The Charges for total traffic for each destination will be calculated by multiplying the total time that calls are connected by the relevant per minute rate as set out in this Annex (with the aggregate traffic per month for all destinations being rounded to the nearest minute in accordance with standard rounding conventions).

5.4 Carrier may include Charges omitted from an earlier Invoice, or make adjustments for amounts incorrectly charged, in a subsequent Invoice provided that not more than 3 months have lapsed since the relevant traffic month. After 3 months, the Parties will be deemed to have accepted the Charges.

5.5 _____ must pay the undisputed amount shown on the Invoice within thirty (30) days of the date of the Invoice receipt. Payment must be made by wire transfer to the wiring details specified in the Schedule or the relevant Invoice with the payment costs borne by _____.

5.6 If _____ is in breach of its obligation to pay Charges to Carrier under this Annex, then Carrier may suspend some or all Services provided under this Annex immediately on written notice to _____. The Parties acknowledge that this right is in addition to any other remedies available to Carrier under the

Agreement and that suspension of a Service(s) in no way relieves from its obligation to pay for Charges already incurred.

- 5.7 If payment is not received on the due date, Carrier is entitled to interest on any overdue amount, calculated daily at the rate of 6% per annum from the date payment is due until payment in full is made.

6. Billing Disputes

- 6.1 Any dispute as to the rates or the number of minutes declared or the amount owing must be notified to Carrier within thirty (30) days of the date of the invoice receipt by way of a Dispute Notice. Neither Party can dispute traffic for volumes which are less than of the total traffic up to HKD in value.

- 6.2 Any billing dispute must be resolved in accordance with the billing disputes and dispute resolution procedures in the Agreement. Following resolution of the dispute, the adjustment, if any, will be included on the next invoice.

7. Calling Line Identification

- 7.1 Carrier confirms that for each incoming call with CLI received from , Carrier will transparently transmit the CLI to those destinations as set out in the Schedule or as otherwise agreed as between the parties.

- 7.2 The transparent CLI transmission service includes the transmission of CLI to the terminating network and the forwarding of CLI information (CLIP and CLIR from the originating network to the terminating network of the other Party.)

SIGNED for
by its authorised representative:

SIGNED for
authorised representative: by its

SCHEDULE

Terminating/Originating Destination	Settlement Rate (HKD per conversation minute)
Mobile Network (terminating)	\$0.128
Mobile Network (reverse billed – originating)	\$0.128

Wiring Details

:

Bank Name:

Bank Address:

SWIFT code:

Bank Account Number:

Bank Account Name: