

**INBOUND INTERNATIONAL VOICE CALL TERMINATION AGREEMENT**

This Inbound International Voice Call Termination Agreement (this "Agreement") is entered into this 1<sup>st</sup> day of July 2013 (the "Effective Date") between:

(1)

(2)

( and are collectively referred to hereinafter as the "Parties" or each individually as a "Party")

**WHEREAS**

(A) one Party and as the other party, had executed a letter agreement on Inbound International Call Termination with Calling Number Display Service offered by to on 15<sup>th</sup> day of January 2007.

(B) By an expressed mutual consent of both Parties, the Letter Agreement was terminated on 1<sup>st</sup> day of July 2012.

(C) and has entered into the Inbound International Voice Call Termination Agreement dated 1<sup>st</sup> day of July 2012 (the "1<sup>st</sup> Voice Call Termination Agreement").

(D) By an expressed mutual consent of both Parties, the 1<sup>st</sup> Voice Call Termination Agreement was terminated on 1<sup>st</sup> day of July 2013.

(E) The Parties agree to enter into this Agreement to define their respective undertakings concerning the Inbound International Voice Call Termination (the "Service") provided by and received by on such terms and conditions as set out under this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. Purpose of this Agreement**

The purpose of this Agreement is to set out the terms and conditions by which both Parties are to abide in relation to the offering and the acceptance of the Service. In accordance with the terms and conditions set out in all clauses throughout this Agreement, both Parties agree to continuously implement the Service from the Effective Date.

**2. Description of the Service**

shall provide to conveyance and termination services that allow to convey and terminate the inbound international call (the "Voice Traffic") originated from subscribers and/or inbound roamers of to subscribers of with calling number display, through the direct dedicated transmission circuits connecting mobile network and network.

**3. Duration**

3.1 This Agreement shall be valid on the Effective Date as set forth above.

3.2 This Agreement shall continue to be valid for a period of six (6) years from the Effective Date (the "Initial Term"), and be renewed automatically at the end of the Initial Term for successive periods of twelve (12) months (each the "Renewal Term") until and unless a Party gives the other Party a written notice at least one (1) calendar month prior to the last day of the Initial Term or the Renewal Term, as the case may be. Notwithstanding any of the foregoing, at any time after the Initial Term, a Party may terminate this agreement, without case or penalty, by providing at least one (1) calendar month written notice to the other Party.

#### 4. Obligations of each Party

4.1 shall:

4.1.1 be responsible for the provision and maintenance of the dedicated transmission circuits at its own cost which are sufficient to meet the agreed capacity requirements (initially six (6) E1s) (the "Circuits") to be used to carry the Voice Traffic to mobile network through network in its capacity as a External Telecommunications Services ("ETS") operator, and

4.1.2 perform Mobile Number Portability ("MNP") dipping for the Voice Traffic before terminating at network through the Circuits, and

4.1.3 deliver only Voice Traffic originated from subscribers and/or inbound roamers of for termination at mobile network to , and

4.1.4 use all its best effort to eliminate any fraudulent use, theft of the Service, misuse of Service of other unauthorized activities, including but not limited to those arising out of PBX hacking, modem hijacking, non-compliance with own procedures, or the gross negligence or willful actions of related parties, and shall promptly notify if there is any occurrence or suspicion of the above unauthorized activities and

4.1.5 pay for the Voice Traffic terminated at mobile network based on the fees and conditions as set forth in Clause 5 of this Agreement.

4.2 shall:

4.2.1 Provide sufficient switching capacity within its network to cater for the corresponding number of Circuits to terminate the Voice Traffic from network at mobile network, and

4.2.2 display to its mobile subscribers the calling number information of Voice Traffic received from if such information is passed to in accordance with the relevant signalling specification that shall enable to display the full calling line identity information of the originating party of the Voice Traffic, and

4.2.3 not alter the calling line identity information and the call classification for the Voice Traffic terminating at mobile network directly in Hong Kong.

#### 5. Pricing and Billing

5.1 For Voice Traffic originated from the subscribers and/or inbound roamers of and terminated at mobile network through network, shall charge **HKD 0.119 per conversation minute**, in one (1) second increment with an initial one (1) second minimum where "conversation minute" represents one minute of "conversation time" as defined in the ITU-T Recommendations.

5.2 As regards to fee modification:

5.2.1 may modify the fees set out under Clause 5.1 of this Agreement subject to the provisions set out in this Clause 5.2.

5.2.2 must give prior written notice of the fee modification to .

5.2.3 In case of a reduction in the fee, the reduction shall be effective from the earlier of the date specified in the notice or seven (7) calendar days from the date of the notice.

5.2.4 In case of increase in the fee:

(a) if does not object in writing to the fee modification within one (1) calendar month from the receipt of the written notice and continues to use the Service provided, shall be deemed to have accepted such fee increase. Such fee increase shall be deemed to take effect on the expiry of the said one (1) calendar month period, or

(b) in the case a written objection has been issued by to within one (1) calendar month of receipt of the written notice and no agreement on the fee modification is reached between the Parties within three (3) months of receipt of written objection, may, by notice in writing, suspend the Service (wholly or partially) until such time that the fee modification is agreed between the Parties. In cases the Service is wholly suspended for over three (3) consecutive calendar months, either Party, without prejudice to its other rights, may terminate this Agreement immediately by written notice on the other party. Such termination shall not affect accrued rights and liabilities of the Parties.

5.2.5 shall not increase the fee during the Initial Term.

5.3 shall, within thirty (30) calendar days after the end of every month, provide with an invoice to cover the actual usage of the Service for that month. The Parties agree that the invoice for any given month may reflect adjustments made in relation to invoice(s) issued previously; Subject to Clause 5.8 below, the undisputed portion of the invoice for a particular month shall be paid by within thirty (30) calendar days from the date of the last received of the said invoice. If fails to pay any undisputed amount when due, such failure shall be treated as a material breach of this Agreement and in such case, may, in addition to its rights to charge interest on the unpaid balance from the date due until the date of payment at the per annum rate of two percent (2%) above the prevailing best lending rate published by The Hongkong and Shanghai Banking Corporation Limited, shall also have the right to suspend the Service after a fourteen (14) calendar day's written notice to .

5.4 shall provide a statement, either together with the invoice or separately as a usage report, that shall report the amount of the actual usage, the fee per minute and a statement setting forth the total charges for the given period or such other information, as may be required from time to time.

5.5 Fees and interest payments shall be settled in Hong Kong Dollars (HKD) by to bank account stated below:

Account Name:  
Bank:  
Address:  
Account No.:  
Bank Swift Code:

5.6 The fees and interest payments are exclusive of all applicable taxes, including but not limited to value added tax, sales taxes, duties or levies imposed by any authority, government or government agency. If is required

by any law or regulation to make any deduction or withholding of any tax from any payment to \_\_\_\_\_, shall, together with the relevant payment, pay such additional amount as shall ensure that \_\_\_\_\_ actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. The Party who is required to pay any fees, interest or other moneys pursuant to this Agreement (the "Debtor Party") shall indemnify and keep the other Party (the "Creditor Party") fully indemnified against all taxes, interest and penalties arising from and in connection with the payment.

5.7 Each Party shall bear all bank charges imposed by its own banks and its intermediate banks through which the fee is paid or received, irrespective of where such banks and intermediate banks are situated.

5.8 If there is a discrepancy between \_\_\_\_\_ invoice and the corresponding records of \_\_\_\_\_, the Parties shall resolve such discrepancy as follows:

(i) if the discrepancy does not exceed \_\_\_\_\_ of the invoiced amount or \_\_\_\_\_, whichever is the lower, \_\_\_\_\_ invoice shall prevail and \_\_\_\_\_ has to pay \_\_\_\_\_ in full whenever due or payable;

(ii) otherwise for case where such discrepancy equals to or exceeds \_\_\_\_\_ of the invoiced amount or \_\_\_\_\_, whichever is lower, \_\_\_\_\_ has to submit to \_\_\_\_\_ a claim with detailed supporting evidence in writing ("Claim") within thirty (30) calendar days of receiving such invoice, failing which \_\_\_\_\_ shall be deemed to have accepted such invoice and \_\_\_\_\_ invoice shall be deemed to be final and conclusive. All invoices not timely and appropriately disputed shall be deemed final and not subject to further dispute.

(iii) Upon receipt of such Claim, the Parties shall use their reasonable commercial efforts to resolve such discrepancy within thirty (30) calendar days of such submission. Pending the resolution of the said discrepancy, however, \_\_\_\_\_ shall pay \_\_\_\_\_ the undisputed portion of the amount invoiced. \_\_\_\_\_ shall make the payment of amount payable on resolution of such dispute within thirty (30) calendar days after the time the amount actually due is determined.

## 6. Suspension of the Service

6.1 Without prejudice to any other rights and remedies available to \_\_\_\_\_ under this Agreement or otherwise, \_\_\_\_\_ may suspend the Service or any part thereof, by giving \_\_\_\_\_ fourteen (14) calendar days' written notice if:

6.1.1 \_\_\_\_\_ is in breach or likely to be in breach of any of its material obligations herein, or

6.1.2 \_\_\_\_\_ attempts to use, is likely to use, or has used the Service in contravention of the applicable laws or in non-conformity with any part of the applicable standards or guidelines, whether with or without the authorization or permission of \_\_\_\_\_, or

6.1.3 \_\_\_\_\_ has grounds for terminating the Services under this Agreement, or

6.1.4 There is an emergency situation that in \_\_\_\_\_ reasonable opinion requires the suspension of the Service, or

6.1.5 \_\_\_\_\_ is prohibited from supplying the Service under any applicable law, or

6.1.6 \_\_\_\_\_ suspects that any fraudulent use, theft of the Service, misuse of Service or other unauthorized activities, regardless of whether \_\_\_\_\_ consented to or had knowledge of such fraud, misuse or the theft or unauthorized activities, or

6.1.7 The suspension is acted upon or pursuant to a lawful government or regulatory direction, or

6.1.8 Voice Traffic not originated from subscribers of \_\_\_\_\_ is detected and recorded, which is terminated at mobile network through \_\_\_\_\_ network, or

6.1.9 There is an occurrence of Force Majeure Event (Clause 9) hereof.

6.2 The \_\_\_\_\_ right of suspension under Clauses 6.1 and 6.2 shall be subject to the followings:

6.2.1 \_\_\_\_\_ may only suspend the Service to the extent reasonable necessary to address the relevant event, and

6.2.2 \_\_\_\_\_ shall restore the Service as soon as it is practicable after the relevant event has been addressed.

6.3 The suspension of the Service pursuant to Clauses 6.1 and 6.2 shall not affect, reduce or relieve the payment obligations for any outstanding charges or the charges for the unaffected parts of the Service.

6.4 Under no circumstances should \_\_\_\_\_ be required to send any committed volume of the Voice Traffic to terminate at \_\_\_\_\_ mobile network through the Circuits.

6.5 A Party's exercise of its right to suspend the Service or any part thereof shall be without prejudice to any other right or remedy available to that Party hereunder or at law, including any right to terminate this Agreement.

## **7. Termination**

7.1 Either Party shall have the right to terminate this Agreement forthwith at any time by giving to the other Party written notice to that effect upon occurrence of any of the following events:

7.1.1 if the other Party is in breach of any of its obligations hereunder and fails to remedy such breach (if capable of remedy) within thirty (30) calendar days of receiving a written notice to do so, or

7.1.2 if the other Party is unable to pay its debt as they fall due or is subject to the laws as to insolvency or bankruptcy or makes any arrangements or composition with its creditors or has a receiver appointed or enters into liquidation (other than a voluntary liquidation for the purpose of solvent reconstruction or amalgamation), or

7.1.3 any license, consent or approval required in connection with its telecommunication service(s) is revoked, withdrawn, suspended or expires (without a replacement license being granted immediately) which shall make it unlawful to provide and/or accept the Service), or

7.1.4 if the Service is suspended under Clause 6 for more than thirty (30) calendar days and if the relevant event for the suspension continues to exist at the time, then either Party may terminate this Agreement with immediate effect by giving the other Party written notice, or

7.1.5 Force Majeure Event as set forth in Clause 9 hereof.

7.2 Termination of this Agreement shall not relieve either Party of any liability for breach of this Agreement or as may otherwise be established or affect the rights of the Parties which have accrued prior to the termination.

## **8. Limitation of Liability and Indemnity**

8.1 Nothing in this Agreement shall operate to exclude or restrict either Party's liability for death or personal injury resulting from negligence, or from fraud of each Party.



- 8.2 Notwithstanding any other provisions contained elsewhere in this Agreement but subject to Clause 8.1, under no circumstances whatsoever (including other negligence or breach or statutory duty or otherwise) shall either Party be liable to the other Party or to any other person, body of persons or corporation for any indirect or consequential loss including but not limited to loss of revenue, business, anticipated earning or profits suffered or alleged to have been suffered by the other Party or any other party or any other person, body of persons or corporation resulting from any reason or cause whatsoever in connection with this Agreement.
- 8.3 To the extent permitted by law, the aggregate liability of either Party (“Indemnifying Party”) to the other Party (“Indemnified Party”) under this Agreement is limited to the total fees payable by \_\_\_\_\_ to \_\_\_\_\_ for a period of 12 months immediately preceding the accrual of the liability, or if this Agreement has been in force for less than 12 months, the amount equivalent to the first twelve (12) month fees to be payable by \_\_\_\_\_ under this Agreement.
- 8.4 If any implied warranties or conditions or imposes obligations on a Party that cannot be excluded, restricted or modified under the applicable law and subject to the maximum extent permissible under the applicable law, the liability of either Party is limited to:
- 8.4.1 The supply of the Service again and/or the acceptance of the Service again, or the payment of the cost of having the services supplied again and/or the payment of the cost of having the services accepted again, at that Party’s option; or
- 8.4.2 The repair or replacement of property or paying the cost repair or replacement, at that Party’s option; or
- 8.4.3 Any other remedy prescribed by the applicable law.
- 8.5 The provisions of Clause 8.1 to 8.4 state the sole, exclusive and entire liability of each party under this Agreement.

## 9. Force Majeure

No failure or omission by a Party to carry out or observe any of the terms and conditions of this Agreement (except with respect to payment obligations) shall give rise to any claim against such Party nor shall the same be deemed as a breach of this Agreement if such failure or omission arises due to or caused by force majeure events beyond the reasonable control of such Party including without limitation acts of God, fire, explosion, vandalism, interconnection cable cut, storm, extreme temperatures or other similar catastrophes, any law, order regulation, direction, action or request or an act of government or of a regulatory entity or of any department, agency commission, court military authority, national emergencies, terrorism, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties, actions or inactions of a third party provider or operator o facilities employed in provision of the Service (the “Force Majeure Events”).

The Parties however agree that if one or more of the Force Majeure Events subsist for a continuing period of thirty (30) calendar days, thereby preventing either Party from performing its obligations either in full or in part, then in such case and under such circumstances, this Agreement may be terminated forthwith by either Party upon written notice to the other Party.

## 10. Confidentiality

- 10.1 Each Party agrees to keep and procure to be kept secret all written and/or oral information of any kind (the “Confidential Information”) obtained from the other Party pursuant to this Agreement or prior to the execution of this Agreement.
- 10.2 Each Party shall not at any time divulge, disclose or otherwise furnish to any third party any information relating to the affairs or business of the other Party.

- 10.3 Each Party shall reveal the Confidential Information only on a need to know basis to its employees, agents, contractors or affiliates to whom disclosure is necessary for each of them to perform his duties for this purpose of this Agreement. Each Party shall require the above obligation of confidentiality to be observed by its employees, agents, contractors and affiliates.
- 10.4 The foregoing obligations shall not apply, however, to any part of the Confidential Information which:
- (a) was already known to the recipient Party prior to receipt thereof, or
  - (b) was already in the public domain or becomes so through no fault of the recipient Party, or
  - (c) was acquired by the recipient Party from a third party having the right to convey the Confidential Information to the recipient Party without any obligation of confidentiality not to disclose the same, or
  - (d) is independently developed by the recipient Party, or
  - (e) is approved for release by prior written authorization by the disclosing Party, or
  - (f) is required to be disclosed by law or pursuant to a judicial order.
- 10.5 Subject to the provision in Clause 10.4 above, these obligations of confidentiality shall survive two years after the termination of this Agreement.
- 10.6 The terms of this Agreement shall remain confidential between the Parties and neither Party shall, without the prior written consent of the other Party, divulge to any third Party (other than professional or financial advisers of either Party on a need to know basis) or use for any purpose other than for the performance of its obligations under this Agreement, any information concerning this Agreement save for the purpose of any filing of information with or requirement of government bodies under statutory requirements, or a stock exchange in which either Party's shares are traded upon written notice to the disclosing Party.

## **11. Governing Law**

The validity and interpretation of this Agreement shall be governed in all respects by the laws of the Hong Kong Special Administrative Region. The Parties shall submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region for settlement on any dispute.

## **12. No Partnership**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto or constitute or be deemed to constitute that one Party act as an agent of the other for any purpose whatsoever and neither Party shall have the authority or power to bind the other or create a liability against the other in any way or for any purpose. The relationship between the Parties is that of independent contractors.

## **13. Assignment**

- 13.1 Neither Party shall assign, transfer, convey, license or otherwise dispose of, wholly or partially, the rights and obligations under this Agreement except with the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 13.2 Notwithstanding the provisions of Clause 13.1, in the event of an assignment being made as a result of a reconstruction, re-organization or merger within the group of companies of either Party, the consent of the other Party to the assignment is not necessary. Prior notification of any such assignment shall be given.

**14. Entire Understanding**

This Agreement embodies the entire understanding between the Parties in relation to the subject matter hereof and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

**15. Notices**

- 15.1 Any notice or communication required to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if (i) delivered personally, (ii) transmitted by facsimile and/or by electronic mail (email), or (iii) sent by registered post to the principal or registered office of the Party to whom the notice is to be served.
- 15.2 All notices and other communications shall be effective on (i) the date of receipt if delivered personally, (ii) the date of acknowledgement of receipt of the registered letter containing the notice by the addressee if delivered by registered post, or (iii) the date of transmission if transmitted by facsimile (printed transmission report to the correct fax number being evidence of such delivery) and/or by electronic mail (email), whichever shall first occur.
- 15.3 Notwithstanding Clause 15.1, the Parties may agree to other forms of communication of notices in respect of technical and operational matters required pursuant to the performance of this Agreement.
- 15.4 Notice shall be sent:

to \_\_\_\_\_:  
 Name & Title:  
 Address:  
 Fax:  
 Email:

to \_\_\_\_\_:  
 Name & Title:  
 Address:

Fax:  
 Email:

**16. Severability**

If any provision of this Agreement shall be construed to be illegal or invalid, they shall not affect the validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.

**17. Paragraph Headings**

The headings of the Clauses or paragraph contained herein are for convenience only and do not define, limit, describe or constitute the contents of such paragraphs.

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

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For and on behalf of

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For and on behalf of

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