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THIS AMENDMENT AGREEMENT is made on the 23rd day of July, 2013 (“Amendment Agreement”)

BETWEEN:

and will hereinafter be referred to individually as “the Party” and collectively as “the Parties”.

RECITALS:

- A. and entered into an Interconnection Agreement dated 1st December 2007 for the delivery of local and external traffic across their respective networks (the “Agreement”).
- B. In light of the statement entitled “New Regulatory Regime for Local Access Charge” issued by the former Telecommunications Authority on 23 December 2011, the parties have negotiated and agreed to adopt Local Access Charge as provided in this Amendment Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of this Amendment Agreement, 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.

2. AMENDMENT

The parties agree that the Local Access Charge as set out in Annexes 1 and 2 to this Amendment Agreement shall apply for the conveying of external telecommunication services calls between them. The Local Access Charge as provided in the Agreement will be replaced by those charges provided in Annexes 1 and 2 to this Amendment Agreement accordingly.

3. FULL FORCE AND EFFECT

This Amendment Agreement shall take effect from 1 July 2013. Save for the amendments set out in this Amendment Agreement, 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 and the Agreement, the provisions of this Amendment Agreement shall prevail.

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 submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any disputes arising from this Amendment Agreement.

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Signed for and on behalf of

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**Annex 1
Local Access Charge**

1. The Local Access Charges (LAC) payable (in Hong Kong cents per Occupancy Minute) are shown in the table below:

Year		LAC payable to FNO				LAC payable to MNO			
		Call Origination from a Fixed Line Network		Call Termination on a Fixed Line Network		Call Origination from a Mobile Network		Call Termination on a Mobile Network	
		Direct	Transit	Direct	Transit	Direct	Transit	Direct	Transit
Year 1	From 1-Jul-13	NA	7.50	NA	10.6	NA	NA	NA	NA
	From 1-Jan-14	NA	6.50	NA	10.6	NA	NA	NA	NA
Year 2	From 1-Jul-14	NA	6.00	NA	10.6	NA	NA	NA	NA
	From 1-Jan-15	NA	5.00	NA	10.6	NA	NA	NA	NA
Year 3	From 1-Jul-15	NA	5.00	NA	10.6	NA	NA	NA	NA
	From 1-Jan-16	NA	5.00	NA	10.6	NA	NA	NA	NA
Year 4	From 1-Jul-16	NA	4.50	NA	10.6	NA	NA	NA	NA
	From 1-Jan-17	NA	4.50	NA	10.6	NA	NA	NA	NA
Year 5	From 1-Jul-17	NA	4.50	NA	10.6	NA	NA	NA	NA
	From 1-Jan-18	NA	3.50	NA	10.6	NA	NA	NA	NA
Year 6	From 1-Jul-18	NA	3.50	NA	10.6	NA	NA	NA	NA
	From 1-Jan-19	NA	3.50	NA	10.6	NA	NA	NA	NA

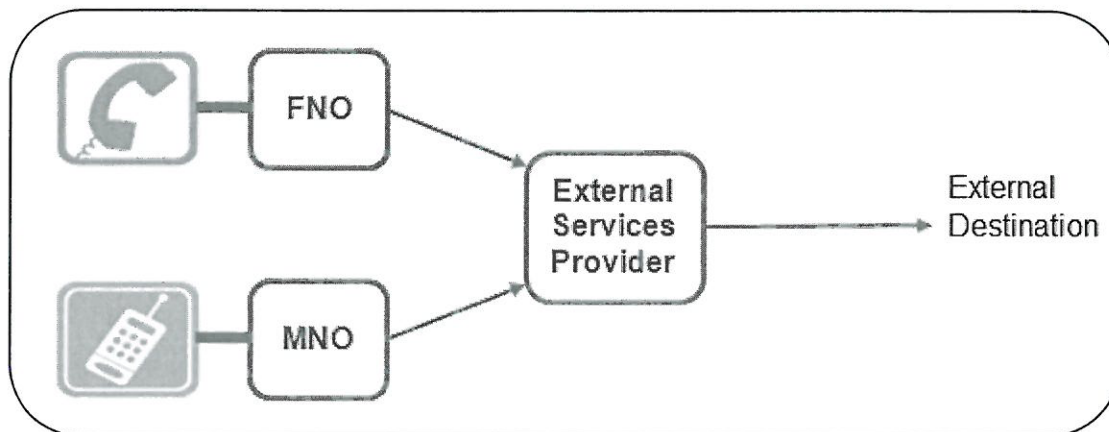
2. The various call types for which LAC in the above table apply and the Party responsible for payment of the LAC for each call type are shown in **Annex 2**.
3. Call durations are measured in seconds but are rounded up to the nearest Occupancy Minute for the purposes of invoicing for LAC. "Occupancy 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.
4. "FNO" means a fixed network operator in Hong Kong which provides telecommunications services between fixed points.
5. "MNO" means a mobile network operator in Hong Kong which provides telecommunications services to enable two-way communications between moving locations or between a moving location and a fixed location.

The parties will in good faith negotiate for LAC charges to apply from 1 July 2019.

Annex 2
Call Types and Payment of Charges

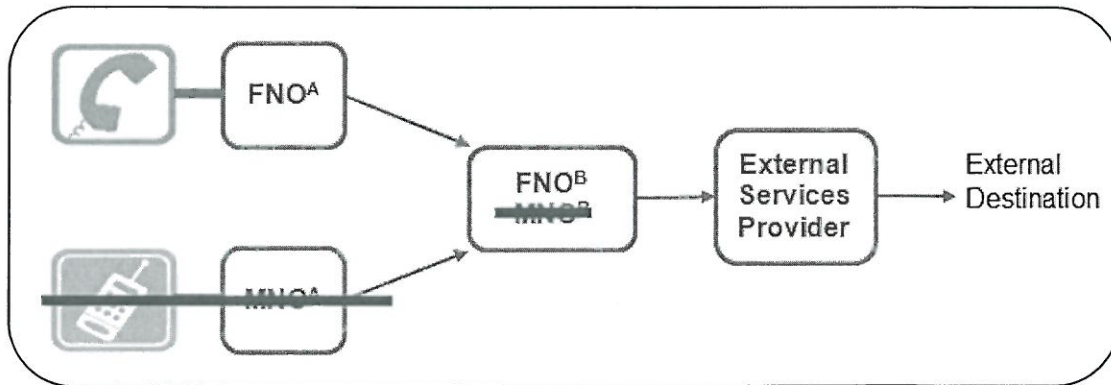
In this Annex, all LAC refer to the rates shown in the table in Annex 1.

1. Call Origination (Direct)



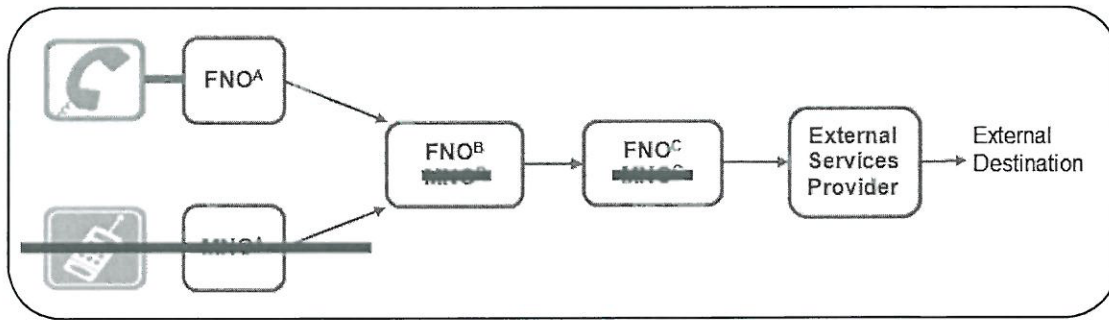
- 1.1 The call originates in Hong Kong from a customer of FNO or MNO who makes use of the international call service provided by External Services Provider. FNO or MNO passes the call to an External Services Provider which then delivers the call to the external destination.
- 1.2 This call type is not applicable to the Parties.

2. Call Origination (Transit)



- 2.1 The call originates in Hong Kong from a customer of FNO^A who makes use of the international call service provided by External Services Provider. FNO^A passes the call to FNO^B to which External Services Provider is connected. External Services Provider then delivers the call to external destination.
- 2.2 FNO^A, and FNO^B will be subject to the LAC shown in **Annex 1**. As External Services Provider is connected to FNO^B, FNO^B is responsible for payment of the LAC.
- 2.3 LAC will be payable as follows:
- FNO^B pays FNO^A the LAC for “Call Origination from a Fixed Line Network - Transit”.
 - External Services Provider pays FNO^B a charge which is separately negotiated and outside the terms of this Agreement.

3. Call Origination (Double Transit)



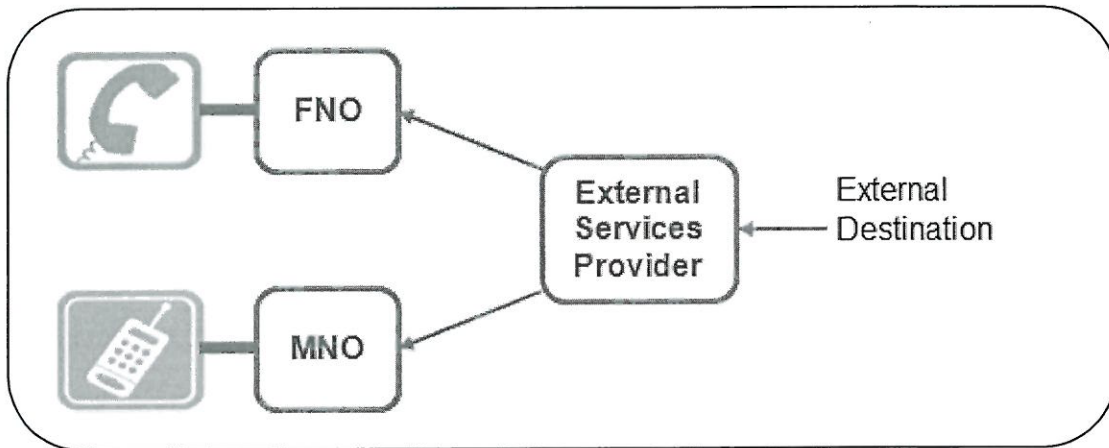
3.1 The call originates in Hong Kong from a customer of FNO^A who makes use of the international call service provided by External Services Provider. FNO^A passes the call to FNO^B. FNO^B then passes the call to FNO^C to which External Services Provider is connected. External Services Provider then delivers the call to the external destination.

3.2 FNO^A and FNO^C will be subject to the LAC shown in **Annex 1**. As External Services Provider is connected to FNO^C, FNO^C is responsible for payment of the LAC.

3.3 LAC will be payable as follows:

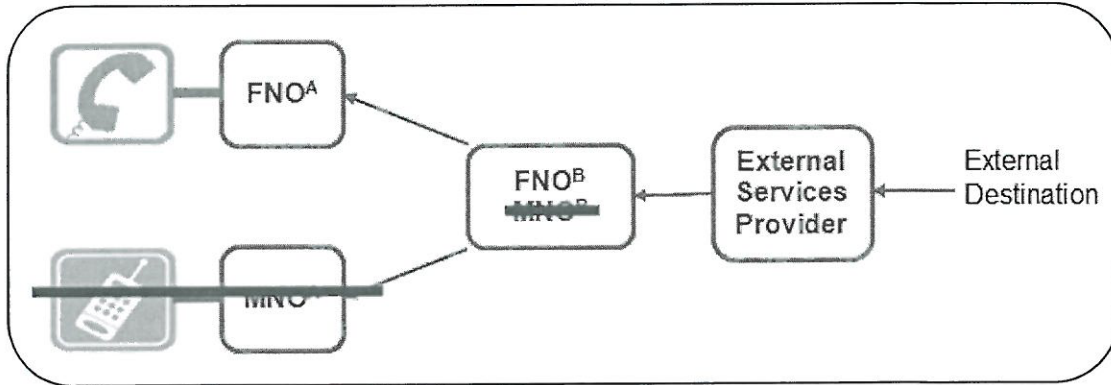
- FNO^C pays FNO^A the LAC for “Call Origination from a Fixed Line Network - Transit”.
- FNO^A, FNO^B, and / or FNO^C shall separately negotiate a transit charge outside the terms of this Agreement.
- External Services Provider pays FNO^C a charge which is separately negotiated and outside the terms of this Agreement.

4. Call Termination (Direct)



- 4.1 The call terminates in Hong Kong at a customer of the FNO or MNO. The External Services Provider collects the call originated from abroad and delivers it to the FNO or MNO to which the customer is connected.
- 4.2 This call type is not applicable to the Parties.

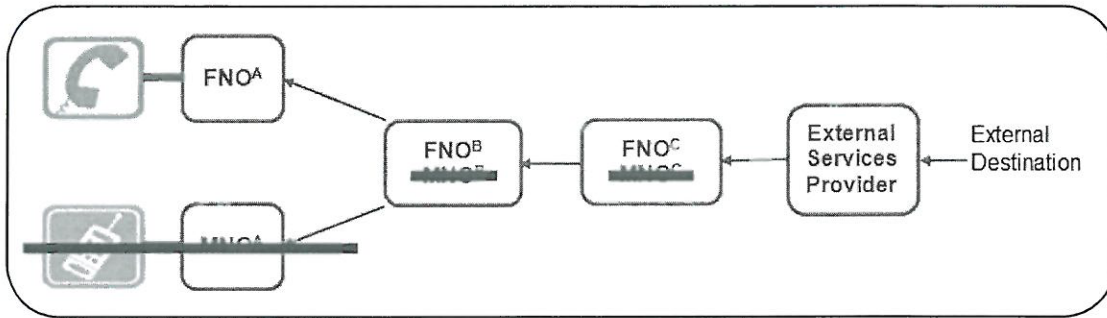
5. Call Termination (Transit)



- 5.1 The call terminates in Hong Kong at a customer of FNO^A. The External Services Provider collects the call originated from abroad and passes it to FNO^B with which it has signed an agreement for the delivery of external telecommunication calls. FNO^B then delivers the call to FNO^A to which the customer is connected.
- 5.2 FNO^A and FNO^B will be subject to the LAC shown in **Annex 1**. As External Services Provider is connected to FNO^B, FNO^B is responsible for payment of the LAC.
- 5.3 LAC will be payable as follows:
- FNO^B pays FNO^A the LAC for “Call Termination on a Fixed Line Network - Transit”.
 - External Services Provider pays FNO^B a charge which is separately negotiated and outside the terms of this Agreement.

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6. Call Termination (Double Transit)



- 6.1 The call terminates in Hong Kong at a customer of FNO^A. The External Services Provider collects the call originated from abroad and passes it to FNO^C with which it has signed an agreement for the delivery of traffic. FNO^C then passes the call to FNO^B with which it has signed an agreement for the delivery of traffic. FNO^B delivers the call to FNO^A to which the customer is connected.
- 6.2 FNO^A and FNO^C will be subject to the LAC shown in **Annex 1**. As External Services Provider is connected to FNO^C, FNO^C is responsible for payment of the LAC.
- 6.3 LAC will be payable as follows:
- FNO^C pays FNO^A the LAC for “Call Termination on a Fixed Line Network - Transit”.
 - FNO^C pays FNO^B a charge which is separately negotiated and outside the terms of this Agreement.
 - External Services Provider pays FNO^C a charge which is separately negotiated and outside the terms of this Agreement.

Note: The charges for any other call types not covered by the above are to be separately negotiated between the operators involved.