

THIS SECOND AMENDMENT AGREEMENT dated
Amendment Agreement”)

13 AUG 2019 (“2nd

BETWEEN:

AND:

RECITALS:

- A. holder of holder of and
holder of holder of
entered into an Interconnection Agreement dated 1 December 2007 (“Original Agreement”) as amended by an Amendment Agreement dated 23 July 2013 (“1st Amendment Agreement”) for, inter alia, the delivery of external telecommunication services calls across their respective networks (collectively, the “Agreement”).
- B. The Parties have negotiated and agreed to revise the Agreement as provided in this 2nd Amendment Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of this 2nd Amendment Agreement, all words and expressions in this 2nd Amendment Agreement shall, unless otherwise defined herein or the context otherwise requires, have the same meanings in the Agreement.

2. AMENDMENT

The Parties agree to amend the Agreement as below:-

- (a) Annex 1 to the 1st Amendment Agreement be deleted entirely and replaced by Annex 1A attached hereto. Any reference to Annex 1 in the Agreement shall be taken to mean Annex 1A.

3. FULL FORCE AND EFFECT

- (a) This 2nd Amendment Agreement shall take effect from 1 July 2019 (“**Amendment Effective Date**”). All rights and obligations accrued before Amendment Effective Date shall not be affected by this ~~2nd~~

Amendment Agreement.

- (b) Save for the amendments set out in this 2nd Amendment Agreement, all the terms and conditions of the Agreement shall remain in full force and effect.
- (c) In the event of any conflict or inconsistency between the provisions of this 2nd Amendment Agreement and the Agreement, the provisions of this 2nd Amendment Agreement shall prevail to the extent of such inconsistency.

4. GOVERNING LAW AND JURISDICTION

This 2nd 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 2nd Amendment Agreement.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of

Signed for and on behalf of

Annex 1A

Local Access Charge

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

1.1 Direct and Transit Charge

With effect from	LAC payable to FNOs				LAC payable to MNOs			
	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
01-Jul-19	4.5	3.0	14.0	12.5	0.0	0.0	14.0	12.5
01-Jul-20	4.0	2.5	14.5	13.0	0.0	0.0	14.5	13.0
01-Jul-21	3.5	2.2	15.0	13.5	0.0	0.0	15.0	13.5
01-Jul-22	3.5	2.2	15.0	13.5	0.0	0.0	15.0	13.5
01-Jul-23	3.5	2.2	15.0	13.5	0.0	0.0	15.0	13.5

1.2 Double Transit Charge

LAC payable to FNOs				LAC payable to MNOs	
Call Origination		Call Termination		Call Origination	Call Termination
From a Fixed Line Network	From a Mobile Network	On a Fixed Line Network	On a Mobile Network	From a Fixed Line or Mobile Network	On a Fixed Line or Mobile Network
Double Transit		Double Transit		Double Transit	
1.9	0.0	3.6	3.6	0.0	0.0

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 the total chargeable call durations are rounded up to the nearest Occupancy Minute for the purpose 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 services between moving locations or between a moving location and a fixed location.