THIS AMENDMENT AGREEMENT to the Agreement for Local Access Charge Arrangements dated [15] SEP ; 2019 ("Amendment Agreement")

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### AND:

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

### RECITALS:

- A. and entered into an Agreement for Local Access Charge Arrangements dated 1st October 2014 (the "Agreement") for the delivery of external telecommunication services calls across their respective networks.
- B. The Parties have negotiated and agreed to revise the Agreement as provided in this Amendment Agreement.

### THE PARTIES AGREE 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

- 2.1 The Parties agree that the End Date and Term as set out in the Agreement shall be revised and extended to 30 June 2024.
- 2.2 The Parties agree that the Local Access Charges as set out in Annexes 1 to 4 to the Agreement shall apply for the conveying of the Service (as defined in Annex 1) between them with effect from 1 July 2019 to 30 June 2024. The Charges set out in the original Annex 2 shall be revised as provided in Annex 2A in this Amendment Agreement.

#### 3. FULL FORCE AND EFFECT

This Amendment Agreement shall take effect from 1 July 2019. 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 to the extent of such inconsistency.

#### 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.

**EXECUTED AS AN AGREEMENT** 

Signed for and on behalf of

Signed for and on behalf of

#### Annex 2A

## Charges

 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

	LAC payable to FNOs				LAC payable to MNOs			
With	With Call Origination		Call Termination		Call Origination		Call Termination	
effect	from a Fixed		on a Fixed Line		from a Mobile		on a Mobile	
from	Line Network		Network		Network		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 payal	LAC payable to MNOs			
	Call		Call		Call	Call
	Origination		Termination		Origination	Termination
With	From a	From a	On a	On a	From a	On a Fixed
effect	Fixed	Mobile	Fixed	Mobile	Fixed Line	Line or
from	Line	Network	Line	Network	or Mobile	Mobile
	Network		Network		Network	Network
	Double Transit		Double Transit		Double Transit	
01-Jul-19	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 3**.
- 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.