

THIS AMENDMENT AGREEMENT of Agreement for Local Access Charge Arrangements dated 17 October 2019 ("**Amendment Agreement**")

BETWEEN:

AND:

collectively, the "**Parties**" and each, a "**Party**".

RECITALS:

- A. (holder of) and (holder of) entered into an Agreement for Local Access Charge Arrangements for the delivery of external telecommunication services calls across their respective networks dated 15 April 2014 (the "**Agreement**").
- B. The Parties have negotiated and agreed to extend the validity of the Agreement and revise the Agreement as provided in this Amendment Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined expressly herein, all terms, nomenclatures and capitalised items used in this Amendment Agreement shall have the same meanings as in the Agreement except otherwise stated herein expressly.

2. AMENDMENT

The Parties agree to amend the Agreement as below:-

- (a) The definitions of the "Effective Date", "End Date" and "Term" in Clause 1 of the Agreement be deleted and replaced by the followings respectively:

"**Effective Date**" means 1 July 2019.

"**End Date**" means 30 June 2024.

"**Term**" means the entire five year period of this Agreement, from 1 July 2019 to 30 June 2024 (both dates inclusive).

- (b) Annex 2 of the Agreement be deleted entirely and replaced by Annex 2A attached hereto. Any reference to Annex 2 in the Agreement shall be taken to mean Annex 2A of this Amendment Agreement.

3. FULL FORCE AND EFFECT

- (a) This Amendment Agreement shall take retrospective effect from 1 July 2019 (“**Amendment Effective Date**”). All rights and obligations accrued before Amendment Effective Date shall not be affected by this Amendment Agreement.
- (b) Save for the amendments as expressly set out in this 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 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 governed by and construed with and interpreted in accordance with the laws of Hong Kong and the Parties agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any disputes, controversies and differences arising from this Amendment Agreement.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of

Signed for and on behalf of

Annex 2A

Charges

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 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.