

**UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

WTT HK LIMITED (“WTT”)

K3. WTT Wholesale Operator Call Plan (‘Wholesale Plan’)

(This Service will not be offered to new customers from 2013 onwards)

(a) The Wholesale Plan provides discounts and incentive based on the total number of call minutes accumulated by the Customer on WTT’s IDD001/002 Service (as of 21 April 1997). There are 3 types of discount plans under the Wholesale Plan:

- * Plan A (Volume Discount Scheme)
- * Plan B (Monthly Bonus)
- * Plan C (Incentive Scheme)

(i) Plan A (Volume Discount Scheme)

Plan A offers discounts off the Customer’s total charges for IDD001/002 Service invoiced by WTT based on the total number of outgoing IDD minutes accumulated per specified route. It can be used in conjunction with Plans B and C if the Customer qualifies.

Under Plan A charges on all routes in the Destination Country Groupings will be based on IDD001/002 charges for Standard Rate period 24 hours a day 7 days a week and charges are calculated on per minute basis. For all other routes which are not specified in the Destination Country Groupings the then current IDD001/002 rates shall apply. To qualify for the discounts under Plan A the Customer must meet the minimum monthly IDD minutes required for each group route as specified. If the required minimum outgoing IDD minutes are not met to qualify for the discount under Plan A the then current IDD001/002 charges for Standard Rate period 24 hours a day 7 days a week shall apply.

Destination Countries shall be grouped as follows (Destination Country Grouping):

Destination Country	Group	Destination Country	Group
China - Shekou-Shenzhen	A	Japan	E
China - Guangdong	B	South Korea	E
China - Rest	C	Malaysia	E
India	D	Philippines	E
Indonesia	D	Singapore	E
		Taiwan	E
		Thailand	E
		Vietnam	E

Discounts:

Group routes	Minimum Monthly IDD Minutes Requirement per group routes		
	Over 60,000	Over 120,000	Over 360,000
Group A routes	0.5%	1.5%	2%
Group C routes	1%	2%	3%
Group E routes	3%	4%	5%
	Over 150,000	Over 350,000	Over 1,000,000
Group B routes	0.1%	0.3%	0.5%
	Over 10,000	Over 20,000	Over 60,000
Group D routes	1%	2%	3%

(ii) Plan B (Monthly Bonus)

Plan B offers Customers a bonus for directing all originating and terminating international traffic onto the WTT fixed telecommunications network. Plan B can be used in conjunction with Plan A and Plan C if the Customer qualifies.

Both minimum total monthly minutes (incoming and outgoing) and minimum terminating incoming minute requirements as set out below must be satisfied to obtain the bonus under Plan B.

Total Monthly Minutes (Outgoing & Incoming)	Tier 1 2 Million	Tier 2 4 Million	Tier 3 6 Million
Minimum terminating incoming minutes required	1,400,000	2,800,000	4,200,000
Bonus (HK\$)	\$80,000	\$225,000	\$680,000

Incoming minutes from China and Macau are excluded in the minute calculation under Plan B.

(iii) Plan C (Incentive Scheme)

Plan C offers Customers Incentive Credit for originating IDD calls from the WTT fixed telecommunications network. Plan C can be used in conjunction with Plan A and Plan B if the Customer qualifies.

Plan C is available until midnight 31 December 1996. There are 3 phases under Plan C and each phase starts at 00:00:00 hour on the commencement date and lasts until 23:59:59 hour on the ending date for the respective periods.

In order to earn the Incentive Credit as set out below the Customer must achieve the minimum net IDD outgoing revenue as specified. Incentive Credit will be calculated at the respective percentage based on actual incremental net billing from the end of the preceding phase to the end of the current phase.

Incentive Credits earned can only be applied to the Customer's total charges for IDD001/002 invoiced by WTT.

Phase	Period in 1996	Minimum Net IDD Outgoing Revenue To WTT (HK\$)	Incentive Credit
Phase 1	April 1 to June 30	10,000,000	1.0% of the billable IDD revenue in Phase 1
Phase 2	April 1 to September 30	18,000,000	0.8% of the incremental billable IDD revenue from the end of Phase 1 to the end of Phase 2
Phase 3	April 1 to December 31	24,000,000	0.6% of the incremental billable IDD revenue from the end of Phase 2 to the end of Phase 3

- (b) The Wholesale Plan cannot be used with any other call plans, discount plans/scheme, promotional or special offers of WTT unless otherwise agreed to by WTT in writing.
- (c) Each IDD minute terminating at or originating from WTT Network can only be included once in the calculation of total minutes under the Wholesale Plan. For the avoidance of doubt, if an IDD minute has been included in the calculation of total minutes under the Wholesale Plan of a Customer, then the same IDD minute cannot be included by another Customer for the calculation of total minutes under that Wholesale Plan subscribed by it. IDD minutes accumulated in a month cannot be carried forward to the next or any other month for the purpose of discount or bonus calculation.
- (d) Termination charges that may be imposed by other telecommunication operators will be charged to the Customer's account and payable by the Customer.
- (e) The following Special Conditions shall apply to the Wholesale Plan:
 - (i) Unless the context requires otherwise "Qualifying Licence" means a fixed telecommunications network services licence; a public mobile radio telephone services licence; a personal communications services licence; or a public non-exclusive telecommunications services licence, issued by the TA under the Ordinance.
 - (ii) The Wholesale Plan is only available to Customers who subscribe to the IDD001/002 Service and possess a valid Qualifying Licence for the duration of the Contract. Minimum service required to qualify and stay in the Wholesale Plan is 1 exchange line from WTT with IDD001/002 access and for a minimum subscription period of 6 months.
 - (iii) If the Customer is entitled to receive any bonus payments from WTT in respect of incoming and outgoing call minutes transmitted via the Network, such bonus payments will be made 75 days after the end of the month in which the applicable call minutes were transmitted and net of all amounts due to WTT.
 - (iv) After the expiration of the minimum subscription period referred to in paragraph (ii) above, the Customer may, by giving at least 30 days' written notice to WTT, request the cancellation of the Service by WTT.
 - (v) If provision of a Service has been cancelled by WTT pursuant to its General Terms and Conditions of Service, or if the Customer purports to request cancellation or to cancel a Service prior to the expiration of the minimum subscription period referred to in paragraph (ii) above, any bonus payments which have not yet been made to the Customer at the date of cancellation shall be forfeited; and all charges for Services which are payable by the Customer in respect of the remainder of the minimum subscription period following cancellation (if any) shall be immediately due and payable by the Customer to WTT.
 - (vi) The Customer may not assign or in any way transfer any of its rights or obligations under the Contract.