INTERCONNECTION AMENDMENT AGREEMENT 2019

BETWEEN:

Digicel (Vanuatu) Limited ("Digicel")

AND:

Telecom Vanuatu Limited ("TVL")

each a "Party" and together the "Parties".

RECITALS

- A. The Parties have entered into a Network Domestic Interconnection Services Supply Agreement that has a Commencement Date of 1 April 2014 ("Domestic Interconnection Agreement").
- B. The Parties, by an 'Interconnection Amendment Agreement 2018', amended the 'Domestic Interconnection Agreement" to, in effect, extend its Term by one year.
- C. The Parties now wish to further extend the Term of the Domestic Interconnection Agreement and retain the present Charges under Schedule E of the said Agreement.

IT IS HEREBY AGREED

- 1. Schedule A, Part A Clause 1.25 of the Domestic Interconnection Agreement shall, with effect from 31 March 2019, be substituted with the following:
 - "1.25 Expiry Date means the date six (6) years after the Commencement Date, unless earlier terminated in accordance with this Agreement."
- 2. For the avoidance of doubt, other than those amendments specified above, all other terms of the Domestic Interconnection Agreement remain in full force and effect, unaltered.

Common Geal

Signed on behalf of Digicel (Vanuatu) Limited

Signature:

Name:

Position:

Signed on behalf of Nelecom Vanuatu Limited

Signature:

Name:

BARLEN LURISHOUDED.

Position:

Witness - Policy Pavendon Chand

SCHEDULE E

CHARGES

The charges for the Network Interconnection Service to be provided under this Agreement, and which each party agrees to pay, are as follows:

Type of Chargeable Network Interconnection Service		Chargeable Network Interconnection Service rate	
(a)	All Chargeable Digicel Fixed Calls and all Chargeable TVL Fixed Calls	During the period from the Commencement Date up to but not including 26 June 2016	3.3
		During the period from 26 June 2016 up to but not including 27 June 2017	5.0
		During the period from 27 June 2017 up to and including the Expiry Date	5.9
(b)	All Chargeable Digicel Mobile Calls and all Chargeable TVL Mobile Calls	During the period from the Commencement Date up to but not including 26 June 2014	6.5
		During the period from 26 June 2014 up to but not including 26 February 2015	6.3
		During the period from 26 February 2015 up to but not including 26 October 2015	6.1
		During the period from 26 October 2015 up to and including the Expiry Date	5.9

(c)	All Chargeable Toll Free Calls that originate on a Digicel Fixed Number or a TVL Fixed Number	During the period from the Commencement Date up to but not including 26 June 2016	3.3
		During the period from 26 June 2016 up to but not including 27 June 2017	5.0
		During the period from 27 June 2017 up to and including the Expiry Date	5.9
(d)	All Chargeable Toll Free Calls that originate on a Digicel Mobile Number or a TVL Mobile Number	During the period from the Commencement Date up to but not including 26 June 2014	6.5
		During the period from 26 June 2014 up to but not including 26 February 2015	6.3
		During the period from 26 February 2015 up to but not including 26 October 2015	6.1
		During the period from 26 October 2015 up to and including the Expiry Date	5.9
(e)	All Chargeable Digicel SMS Messages and all Chargeable TVL SMS Messages	No charge, (i.e. "bill and keep)". The bill and keep arrangement referred to in this Schedule has been established on the basis of the pre-existing relationship and circumstances existing between the parties in relation to text message termination.	

Notes:

- 1. All charges are in Vatu.
- 2. All charges referred to in (a) and (b) accrue on a per second basis being 1/60th of the per-minute charge payable for each second of the Duration of the Chargeable Mobile Call and Chargeable Fixed Call.
- 3. For the avoidance of doubt, Chargeable Mobile Calls and Chargeable Fixed Calls will be charged for the full period of the Call.