

Deed of Open Access Undertakings

Background

These Undertakings, given by the Rural Connectivity Group Limited (**RCG**) for the Rural Broadband Initiative Phase Two (**RBI2**) and Mobile Black Spot (**MBS**) programmes are in accordance with, and are undertakings for the purposes of, Subpart 4 of Part 4AA of the Telecommunications Act 2001.

1. Definitions

1.1 In these Undertakings, unless the context requires otherwise:

Access Seeker means a Retail Service Provider or network operator who seeks access from RCG to a Relevant Service.

Act means the Telecommunications Act 2001.

Backhaul Standard Terms means the standard terms applicable to the Wholesale Backhaul Services in accordance with the RBI2/MBS Contract.

CFH means Crown Fibre Holdings Limited or any entity that inherits its legal rights and obligations.

Co-location Standard Terms means the standard terms applicable to the Wholesale Tower Co-location Services in accordance with the RBI2/MBS Contract.

Commencement Date means the date on which the Minister's approval of the Undertakings is notified in accordance with section 156A(5) of the Act.

Commission has the meaning given to that term in the Act.

End User has the meaning given to that term in the RBI2/MBS Contract.

Minister has the meaning given to that term in the Act.

Non-discrimination has the meaning given to that term in Part 4AA of the Act.

RBI2/MBS Contract means the Network Infrastructure Project Agreement (NIPA) between CFH, RCG and each RCG shareholder dated on or about 30 August 2017, as replaced, novated or amended from time to time.

Relevant Service means:

- (a) the Wholesale Tower Co-location Services; and/or
- (b) the Wholesale Backhaul Services.

Retail Service Provider means any person who provides a Telecommunications Service (as that term is defined in the Act) to an End User;

Undertakings means this deed.

Wholesale Backhaul Services means the services described in clause 2 of Schedule 5 (Company Services) of the RBI2/MBS Contract.

Wholesale Tower Co-location Services means the services described in clause 3 of Schedule 5 (Company Services) of the RBI2/MBS Contract.

Working Day has the meaning given to that term in section 5 of the Act.

2. Interpretation

2.1 In these Undertakings, unless the context requires otherwise:

- (a) clause headings are for convenience only, and are not part of these Undertakings;
- (b) references to clauses are references to clauses in these Undertakings;
- (c) the singular includes the plural and vice versa;
- (d) words denoting natural persons include any legal entity or association of entities and vice versa;
- (e) reference to a statute means that statute as amended and includes subordinate legislation;
- (f) except where these Undertakings expressly provides otherwise, reference to a document means that document as amended;
- (g) reference to the agreement of a party means written agreement;
- (h) reference to approval, authorisation or consent means prior written approval, authorisation or consent; and
- (i) the words 'including', 'for example' or 'such as' when introducing an example, do not limit the meaning of the clause of the Undertakings to which that example relates.

3. Scope and Application

- 3.1 These Undertakings are binding on RCG and are given by RCG in favour of the Crown.
- 3.2 These Undertakings are enforceable by the Commission in the High Court of New Zealand in accordance with the Act.
- 3.3 If anything in these Undertakings, and anything in respect of a Relevant Service in the RBI2/MBS Contract, or any agreement or arrangement between RCG and any Access Seeker are inconsistent, these Undertakings prevail.

4. Commencement and Variation

- 4.1 These Undertakings commence on the Commencement Date and may be varied or terminated in accordance with the Act.

5. Non-discrimination obligation

- 5.1 RCG will ensure there is Non-discrimination in relation to the supply of a Relevant Service.

6. Transparency in provision of Relevant Services

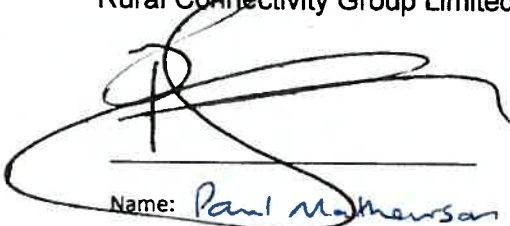
- 6.1 RCG will, on request, supply the Commission such relevant information as it reasonably requires to support its assessment of RCG's compliance with the Undertakings.
- 6.2 RCG will publicly disclose and provide to the Commission an annual certification in respect of compliance with these Undertakings that is:
- (a) signed by a RCG director;
 - (b) available by 30 September each year; and
 - (c) presented in a form which accords with the Commission's reasonable requirements.
- 6.3 RCG will publicly disclose (including on a website owned or controlled by RCG) the Backhaul Standard Terms and the Co-location Standard Terms.
- 6.4 RCG will disclose to the Commission and publicly, within 10 Working Days of entry into a contract to supply an Access Seeker, the terms on which RCG has agreed to supply an Access Seeker a Relevant Service that differ from those set out in the Backhaul Standard Terms and/or the Co-location Standard Terms.
- 6.5 RCG may, with the consent of the Commission, withhold public disclosure of terms and conditions under clause 6.4:
- (a) at the request of an Access Seeker; or
 - (b) where RCG considers on reasonable grounds the terms and conditions to be commercially sensitive or confidential.
- 6.6 RCG acknowledges that where RCG or an Access Seeker makes a request to the Commission for consent to withhold any information from public disclosure under clause 6.5, and the Commission has not given notice to RCG granting or declining consent before the relevant deadline for disclosure, then RCG's obligation to disclose is suspended until RCG receives such notice from the Commission.

7. Miscellaneous

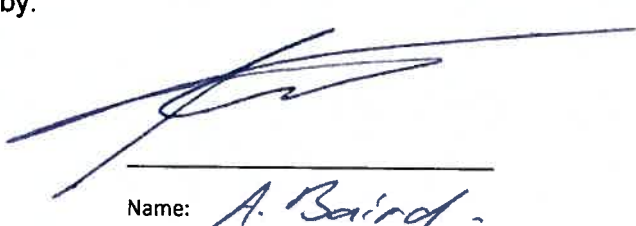
- 7.1 RCG will not be in breach of these Undertakings if it fails to meet a requirement of these Undertakings for which the failure to comply is trivial or de minimis.
- 7.2 RCG acknowledges that these Undertakings do not limit in any way the obligations of RCG or an individual RCG shareholder in relation to the Commerce Act 1986 or any other legislation.

Executed as a deed

SIGNED for and on behalf of
Rural Connectivity Group Limited by:



Name: Paul Mathews
Title: Director
Date: 8 September 2017



Name: A. Baird
Title: Director
Date: 8 September 2017

Witnessed by:



Name: D. Chapman-Smith
Occupation: Solicitor
Address: Auckland

Witnessed by:



Name: D. Chapman-Smith
Occupation: Solicitor
Address: Auckland