

DEED OF UNDERTAKING AS TO THE RETURN OF DOCUMENTS

1. This Deed of Undertaking (“Deed”) is made in relation to an Order (“Order”) issued by the Commerce Commission (“Commission”) pursuant to section 100 of the Commerce Act 1986 (“Commerce Act”) on 12 May 2003, a copy of which is annexed marked Schedule 1. This Deed adopts the terms defined in the Order.

2. I, _____

of, _____
hereby irrevocably undertake to the Commission and to every person supplying the Confidential Information to the Commission as follows:
 - (a) not to use or refer to the Confidential Information in any way except in relation to the Commission’s proceedings in relation to the Application; and
 - (b) not to disclose the Confidential Information or any part thereof to, or discuss it with, any person other than Commission members and Commission employees involved in the Application and any other person who has been provided with the Confidential Information and has given an undertaking to the Commission in the same terms as this undertaking; and
 - (c) not to make notes, summaries, copies, or record in any other form, the Confidential Information except as is necessary for me to assist the Commission to input data into the economic model provided to the Commission by Charles River Associates (Asia Pacific) Limited.

4. On, or before, the expiry of the later of:
 - (a) the Order; or
 - (b) 20 working days following the date on which the Commission issues a determination in relation to the Application.

I undertake to:

- (d) return; or
- (e) destroy,

all copies of the Confidential Information obtained from the Commission, including any notes, records, summaries, or recordings in any other form which I may have made of the Confidential Information, except Confidential Information which belongs to me or my employer or client and I am specifically authorised to retain the Confidential Information.

5. Within 20 working days of either event set out in clauses 4(a), 4(b) of this Deed, I will provide the Commission with written confirmation that I have:
- (a) destroyed, in a secure and confidential manner, all Confidential Information; or
 - (b) returned all Confidential Information except for Confidential Information I am authorised to retain.
6. Without limiting my obligations in relation to the Confidential Information, I acknowledge that the Commission will consider any breach of this undertaking made while the Order remains in effect to be a breach of section 103(2) of the Commerce Act, an offence for which fines are provided under section 103(4) of the Commerce Act. After the Order ceases to have effect I acknowledge that I continue to be bound by this Deed unless expressly released by the Commission.

DATED this day of 2003

Signature

Full Name

Occupation

Address

Signed and dated in the presence of:

Signature of Witness

Full Name of Witness

Occupation of Witness

Address of Witness