

**APPLICATION FOR AUTHORISATION
BY NEW ZEALAND RUGBY FOOTBALL UNION**

DEED OF UNDERTAKING AS TO CONFIDENTIALITY

1. This Deed of Undertaking (“**Deed**”) is made in relation to certain information supplied to the Commission in the course of its investigation of the application by the New Zealand Rugby Football Union for authorisation pursuant to section 58 of the Commerce Act, dated 9 November 2005 (“**Proceeding**”).
2. In this Deed, “**Restricted Information**” means any information, documents, and evidence (including email and any other electronic communications) arising from, or in connection with, the Proceeding that is determined to be confidential by the Commission. Restricted Information does not include information that is already in the public domain or that comes into the public domain (other than because of a breach of this or another Deed of Undertaking as to Confidentiality).
3. I, _____, of _____, hereby irrevocably undertake to the Commission and to every person supplying Restricted Information to the Commission as follows:
 - (a) not to use or refer to the Restricted Information in any way except in relation to the Proceeding; and
 - (b) not to disclose the Restricted Information or any part thereof to, or discuss it with, any person other than a person who has been provided with the Restricted 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 records in any other form, of the Restricted Information except as is necessary for me to prepare for and present submissions to the Commission in respect of the Determination.
4. I understand that the list of people set out in Schedule 1 of this Deed may be varied from time to time and that the Commission will endeavour to notify me of changes to this list where practicable.
5. On, or before, the expiry of the later of:
 - (a) 20 working days from the date on which the Commission issues its final determination of the Proceeding;
 - (b) any judicial proceedings resulting from the Proceeding to which this Deed relates,

I undertake to:

- (d) return to the Commission; or
- (e) destroy in a secure and confidential manner,

all copies of the Restricted Information obtained from the Commission, including any notes, records, summaries, or recordings in any other form which I may have made of the Restricted Information.

6. Within 20 working days of the events set out in clauses 5(a) or 5(b) of this Deed, I will provide the Commission with written confirmation that I have:

- (a) destroyed, in a secure and confidential manner; or
- (b) returned to the Commission,

all Restricted Information obtained from the Commission, together with any notes, records, summaries or recordings in any other form which I may have made of the Restricted Information.

7. Without limiting my obligations in relation to the Restricted Information, I acknowledge that the Commission may consider any breach of this undertaking to be a breach of section 103(2) of the Act, an offence for which fines are provided under section 103(4) of the Act. After the Proceeding ends I acknowledge that I continue to be bound by this Deed unless expressly released by the Commission.

8. I acknowledge that the Commission is not bound to disclose, and I am not entitled to have access to, the Restricted Information merely by reason of this Deed being in effect.

DATED this ____ day of March 2006:

Signed in the presence of:

Signed as a DEED by:

Signature

Signature

Name

Place of Residence

Position