

Whangarei Local Fibre Company Limited

[date]

28 Mt Pleasant Road

Raumanga

Whangarei 0110

[name]

Private Bag 9018

Whangarei Mail Centre

Whangarei 0148

[company]

[address]

Phone 0800 667 847

www.northpowerfibre.co.nz

By email: [email address]

Dear[name]

Wholesale Services Agreement-Two Month's Free Service and Advertising Support

In November 2011 Whangarei Local Fibre Company Ltd trading as Northpower Fibre (**WLFC**) published its UFB Reference Offer (**Reference Offer**).

WLFC and [RSP] have agreed to sign the Northpower Fibre UFB Services Agreement version 1.0 (**WSA**) which forms part of the Reference Offer, subject to the amendments set out in this letter agreement.

WLFC and [RSP] agree that:

1. For any Bitstream 2, Bitstream 3 and Bitstream 3A GPON access Services for residential, business and schools (each a **GPON Service**) ordered by [RSP] between 17 August and 28 September 2012 and available at the relevant premises at the date of [RSP]'s order (or that will be available at those premises by 28 September 2012):
 - (a) WLFC will not charge [RSP] for the first two month's recurring charge applicable to that GPON Service;
 - (b) WLFC will provision the GPON Service within a reasonable timeframe, but no service rebate will be payable in respect of any failure to meet the provisioning time set out in the Service Level Terms for Bitstream Services; and
 - (c) [RSP] will advise each relevant End User of the condition in paragraph 1(b) above, to the extent relevant to the End User.
2. WLFC will pay the publication cost of one quarter page advertisement in a Whangarei community newspaper, for [RSP] to advertise its UFB products and services. To receive this funding, [RSP] must prepare the advertisement for approval by the WLFC and publication between 17 August and 28 September 2012. The advertisement must include the Northpower Fibre logo. [RSP] may enlarge the advertisement, but WLFC will contribute only the cost of a quarter page advertisement.

The terms set out in this letter prevail in the event of a conflict with the terms of the WSA. Except as expressly amended in this letter, all of the provisions of the WSA apply to the parties. Capitalised terms used in this letter have the meaning given in the WSA, unless otherwise defined.

Please confirm your acceptance of these terms and conditions by signing below and returning a copy of this letter to WLFC.

Yours sincerely

Darren Mason
Chief Executive Officer
Whangarei Local Fibre Company Ltd

Signed by [RSP]
[insert name]
[insert title]