



CONTRACT

BETWEEN

VISIONSTREAM PTY LIMITED

AND

FABRIL SOLUTIONS LIMITED

FOR

**AGREEMENT FOR UFB DEPLOYMENT
(INCLUDING NGA SERVICES)**

AGREEMENT INSTRUMENT

Agreement Dated this 29 day of September

2016

Between:

Parties: **VISIONSTREAM PTY LIMITED** a company registered in Australia (ACN 062604193) but registered at the New Zealand Companies Office as an Overseas ASIC Company (CRN 2250171) and having its registered address at 8 Hereford Street, Freeman's Bay 1011, Auckland ("**the Company**")

AND

FABRIL SOLUTIONS LIMITED a company registered with the New Zealand Companies Office (CRN 6037726) and having its registered address at 23 Olsen Avenue, Hillsborough, Auckland (**the "Contractor"**)

Recitals:

- A. The Company provides certain telecommunication related services ("the Services") to Chorus Limited.
- B. The Contractor has represented to the Company that it has the expertise and resources to perform the Services.
- C. In reliance on the Contractor's representations, the Company wishes to engage the Contractor to perform the Services
- D. The Contractor agrees to provide the Services in accordance with the terms and conditions of this Contract.

Agreement

1. This Contract for UFB Deployment Services("the Contract") comprises:
 - (a) This Agreement Instrument;
 - (b) The Contract Special Conditions and any Work Pack issued thereunder;
 - (c) NGA Special terms and Conditions;
 - (d) General Terms and Conditions;
 - (e) Those attachments listed in Annexure 2
2. In accordance with the mutual covenants contained in this Contract, the Company appoints the Contractor and the Contractor accepts such appointment to do all things necessary to undertake, perform and complete the Services as directed from time to time by the Company in accordance with the provisions, terms and conditions of this Contract and in consideration, the Company will pay the Contractor the Contract Sum(s)

Executed by the parties:

SIGNED by (name in block letters)

ANDREW TODD

as authorised representative for
VISIONSTREAM PTY LIMITED in the
presence of:

Signature of witness

Albie Coetzee

Name of witness (block letters)

8 Meeford Str. Akl.

Address of witness

Commercial Contracts

Occupation of witness

(Signature of authorised representative)

By executing this agreement the
signatory warrants that the signatory is
duly authorised to execute this
agreement on behalf of
VISIONSTREAM PTY LIMITED

SIGNED by (name in block letters)

Siddhartha Doma

as authorised representative for
FABRIL SOLUTIONS LIMITED in the
presence of:

Signature of witness

Albie Coetzee

Name of witness (block letters)

8 Meeford Str. Akl.

Address of witness

Commercial Contracts

Occupation of witness

(Signature of authorised representative)

By executing this agreement the
signatory warrants that the signatory is
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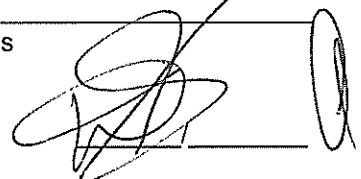
CONTRACT SPECIAL TERMS AND CONDITIONS

INTRODUCTION

1. These Contract Special Conditions apply specifically to the UFB Deployment Services that the Contractor shall provide to the Company and shall be read in conjunction with the General Terms and Conditions for the Provision of Services, of which they form part.
2. Unless expressly provided otherwise in the Contract, in the event of any inconsistency between:
 - (a) the General Terms and Conditions, the Special Conditions, the Statements of Work, the Work Packs or any other document, the following descending order of precedence shall apply:
 - (i) the Work Packs;
 - (ii) the UFB Special Conditions;
 - (iii) the General Terms and Conditions
 - (iv) the Statements of Work
 - (v) any other documentation/instruction between the parties'
 - (b) the clauses contained in clauses 1 to 31 of the General Terms and Conditions and the Schedules to this Contract, the clauses shall prevail.

SC1 INDUCTIONS AND WORK TYPE COMPETENCY TRAINING

- SC1.1 Contractors who have not previously provided services to the Company must ensure that all its Contractor Personnel attend the Company's Induction Training at 8 Hereford Street, Freeman's Bay, Auckland 1011 or as otherwise directed. This requirement may, at the Company's sole discretion, be waived where Contractor Personnel have attended Induction Training previously under a different Statement of Work.
- SC1.2 The Contractor, upon request by the Company, shall furnish any qualification certificates, licences and associated documentation relating to any Contractor Personnel, all such documentation to be valid and current.
- SC1.3 The Contractor acknowledges that invalid, expired or cancelled certificates, accreditations, endorsements, licences or any other document giving any type of formal permission (together "the Accreditations") may result in serious and far reaching consequences in terms of, among other things, liability, insurance claims and penalties to both itself and the Company. Accordingly it warrants that at all times during the Term, it will immediately advise the Company where any material changes occur with respect to the Accreditations and agrees that failure to do so may be regarded as a serious breach of this Agreement.
- SC1.4 The cost of the Induction Training shall be borne by the Company. For the avoidance of doubt, the Company shall not pay attendees any fee, hourly rate or any other payment for and during the attendance of the Induction Training.
- SC1.5 In addition to the Company's Induction Training and any technical training as required under this agreement, the Contractor shall ensure that its field personnel successfully complete the Chorus prescribed Work Type Competency (WTC) training through an approved training provider, and as directed by the Company. The Company will conduct an assessment of Contractor qualifications and will make a determination as to which WTC modules need to be completed by Contractor personnel. The Company may assist in facilitating WTC training, however it will be the responsibility of the Contractor to enrol its personnel for training with an approved provider and the costs of the WTC training shall be borne by the Contractor.
- SC1.6 Upon completion of the Induction Training and WTC training, where applicable, by the participants to the satisfaction of the Company, and subject to approval by Chorus, Registered Supplier status for the purpose of this Contract will be given to those participants.



- SC1.7 All subsequent Registered Suppliers will be given the appropriate identification tags which shall be displayed during all work hours at all times that the Registered Supplier is on any Site.

SC2 SCOPE OF WORKS

- SC2.1 The Company shall issue the Contractor with a Work Pack containing all the details of the Services to be provided by the Contractor under the Statement of Work, and subject to the terms and conditions in Clause 3 of the General Terms and Conditions of this Agreement. The Work Pack shall be accessible by the Contractor through "Viscore" or any other job management system as advised by the Company.
- SC2.2 The Contractor shall, within 10 Business Days of the receipt of the Work Pack, confirm in writing that it has inspected and proved the relevant ducts and or relevant communal infrastructure and any other matter that it considers may have a material effect in the provision of Services, and confirms whether it accepts or declines the Company's Workpack for the particular Services including, but not limited to the price of the Services and confirmation of the methodology;
- SC2.3 Where the Contractor, having made the necessary inspections under Clause SC2.2 advises the Company that it does not accept the Company's Work Pack, the Company may elect to either renegotiate new terms with the Contractor or seek an alternative Contractor to undertake the Services.
- SC2.4 The Company shall, at its cost, undertake letter drops into mail boxes of residents who it considers may be affected by any Services;

SC3 INCREASED SCOPE OF WORK

- SC3.1 The Company may direct the Contractor to carry out work required for the Services of the type or trade normally carried out by the Contractor in addition to the Services described in a Work Pack. Such work shall be deemed to be a variation to the work under the Statement of Work and a value shall be determined pursuant to Clause 13 of this Agreement for Services;
- SC3.2 Where the Company notifies the Contractor that it requires a variation, the Contractor shall provide a quote for such variation within 5 Business Days comprising;
- (a) a quote for the variation itself;
 - (b) a revised quote for the Services contained in the WorkPack under which the variation exists, and incorporating the details in the variation at SC3.2(a);
 - (c) the date it requires the Company to accept the quote, having factored into the quote any additional time required to meet any Key Performance Indicators;
- SC3.3 The Contractor may request the Company to approve a variation *only* in connection with:
- (a) existing network availability and condition (including ducts and manholes) or;
 - (b) ground conditions (e.g. rocks or other natural impediments) impacting civil work; or
 - (c) Change in Network design or Work Pack in response to a written request by the Company
 - (d) Defect within the existing Chorus infrastructure or network that was not caused, contributed to, or could not have been reasonably foreseen by the Contractor
- SC3.4 Where the Contractor becomes aware, or ought reasonably to be aware that it is unlikely to be able to meet a Performance milestone Date, Annual Performance Milestone Date or Ready for UAT date as a result of clause SC3.3 the contractor must notify the Company:
- (a) immediately upon the Contractor becoming aware that the said dates are not likely to be met; and/or



- (b) within three working days of the occurrence of any event(s) in connection with SC 3.3;
and provide details of the event and expected period of the delay pursuant to SC3.5

The variation contained within SC3.3 must be approved before the Contractor is entitled to an extension in the relevant Performance Milestone Date, Annual Performance Milestone Date or Ready for UAT Date.

The Company shall have no obligation to accept an extension should the notification fall outside the notification period stated in clause SC3.4 unless agreed otherwise by the Company.

- SC3.5 The Contractor shall, without delay, prepare and submit a quote for the request for the variation, and shall include specific and accurate details of:
- (a) the reason for the request;
 - (b) the extra time that the Contractor will require to complete the variation;
 - (c) the extra time that the Contractor will require to complete the Services to be provided in the Work Pack, (if applicable);
 - (d) the reasonable costs of the variation;
 - (e) any other relevant information required by the Company to consider the request, such request to be considered by the Company without undue delay

- SC3.6 Notwithstanding the provisions of Clauses SC3.3 and 3.4, the Contractor shall not be required to cease work under those clauses where:
- (a) the variation is required to rectify a minor problem or error where an industry recognised fix exists and the Contractor, acting reasonably, considers that the cost of fixing such a problem or error immediately is likely to be less than ceasing and recommencing work; or,
 - (b) ceasing and recommencing work would materially impact on the Contractor's ability to meet any KPI's (if applicable) or completion dates,

in which case the Contractor may continue work in parallel with seeking a variation pursuant to Clauses SC3.3, 3.4 and 3.5 For the avoidance of doubt, where the Company subsequently does not accept the relevant request for a variation, the Contractor shall immediately cease the work. If such variation is not approved, the Company shall reimburse the Contractor for all reasonable costs incurred in continuing such work up to a maximum of \$2,500 as evidenced by appropriate supporting documentation.

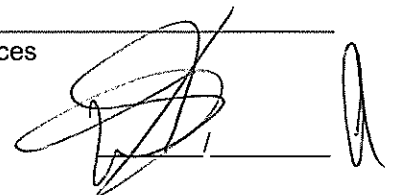
- SC3.7 If applicable, and to the extent that the Contractor's inability to reach required Key Performance Indicators is a direct result of:
- (a) a failure by the Company to timely provide Consigned Materials, or;
 - (b) a change to the Services in the Work Pack pursuant to Clause SC3.1, or;
 - (c) any contributing factors contained in Clause 3.3 which result in an approved variation,

the Contractor may submit a KPI extension variation as soon as is reasonably practicable to the Company. The variation shall be approved by the Company (such approval not to be unreasonably withheld) before the Contractor is entitled to an extension of the Key Performance Indicator.

SC4 TERMINATION

Notwithstanding the provisions of clauses 2.2 and 2.3 of the Contract General Terms and Conditions for the Provision of Services, the Company may terminate by giving no less than 90 days written notice to the Contractor, if, during the Term, the UFB Deployment Services Statement of Work signed between Chorus and the Company in August/September 2011 (or any of its successors) is:

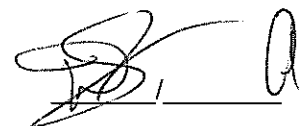
- (a) terminated; or



- (b) varied or amended such that, in the sole opinion of the Company, such a variation or amendment will have a material adverse effect on the ability of Company to perform its obligations to Chorus.

SC5 CARE OF THE WORKS

- SC5.1 The Contractor shall be responsible for the care of the work that it has undertaken under the Statement of Work until the completion of work, and removal of plant and items for which it is responsible from the Site, and for effecting remedy to any loss of materials or damage caused by the Contractor in the course of completing its obligations under the Contract;
- SC5.2 The Company may, at its sole discretion, instruct the Contractor to undertake video inspections or any other visual recording of any part of the Site in which it will be undertaking the Services, prior to the commencement of such Services;
- SC5.3 The Company shall be responsible for and meet the costs, where applicable, of arborist services and the cost of the procurement of all licences, approvals, consents, permits and all other documents that are required exclusively for the Services, the conditions for which the Contractor shall, at its own cost (if any), maintain current during the provision of the Services. For the avoidance of doubt, the Company's obligations under this Clause SC5.3 do not include drivers' licences, technical or trade certificates or any other licences or certificates that are not exclusively required to undertake the Services.
- SC5.4 The Company shall initially provide the Contractor with the most recent Service Plans available from the appropriate authority. The Contractor shall subsequently be responsible for verifying that the particular Service Plans remain current immediately prior to commencement of the Services or procuring updated Service Plans, if applicable;
- SC5.5 Where the Contractor is responsible for a "customer affecting fault" on the telecommunications network, the Contractor shall repair, replace or reinstate immediately that fault. If the fault continues to exist for longer than two hours after a FRE ticket has been created, the Company may arrange for a third party to remedy the fault and the Contractor shall be liable for all reasonable expenses incurred by the Company in remedying that fault.
- SC5.6 Where loss or damage occurs to any work under the Statement of Work while the Contractor is responsible for its care, the Contractor shall make good the loss or damage forthwith at its own expense and in doing so shall:
 - (a) where possible, take immediate steps to mitigate or prevent any further damage;
 - (b) take immediate steps to clear any debris and begin initial work to repair and/or replace the loss or damage;
 - (c) consult with the Company to agree on steps to be taken to ensure:
 - (i) minimal impact to the work of other Contractors, where applicable;
 - (ii) minimal impact to any current work in progress;
 - (iii) that, to the greatest extent possible, the Company and the Contractor can continue to comply with and meet their respective obligations under this Contract.
- SC5.7 At the completion of work or repair of any damages under these Clauses SC5.1 and 5.6, the Contractor shall notify the Company accordingly. The Company shall inspect the Site and if, at its sole discretion, it is satisfied that the Contractor has fulfilled its obligations under this Clause SC5, the Company will provide certification to that effect ("Handover") and the Contractor's responsibility for care of the works will cease from that point;
- SC5.8 If, after Handover, the Contractor or any of its Subcontractors or employees return to the Site for any reason without authorisation from the Company, the Handover shall be revoked, and the responsibilities of the Contractor for the works that ceased in Clause SC5.7 shall be re-instated until further notice by the Company.



SC6 CONTRACTOR RATING SYSTEM

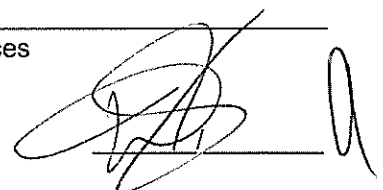
- SC6.1 In order to reinforce its commitment to the quality and degree of care by which the Company delivers its services to its clients, Visionstream's Contractor Rating System ("CRS") shall apply to all Services undertaken by the Contractors.
- SC6.2 The purpose of the CRS is to assist the Contractor to maintain consistently high standards of Services to the Company by monitoring its health, safety and environmental obligations, applying appropriate quality checks, minimising utility damage on Sites and compliance with respect to attaining the appropriate milestones and to this end, the Contractor shall:
- (a) to mitigate utility damage, initiate and register a Fault Related Event Report ("FRE") with the Company prior to the commencement of any work to assist with the identification of the source of any reported faults during the term of the provision of Services;
 - (b) if it has not registered the FRE, bear all the costs incurred by a third party who may be called out to remedy a reported fault;
 - (c) report any health, safety and environmental damage incidents in accordance with the HSE Plan and CRS;
 - (d) minimise the frequency of repeat incidents in SC6.2(c);
 - (e) minimise overdue NCR's with zero overdue;
 - (f) submit accurate asbuilts;
 - (g) ensure target dates are met, and;
 - (h) attend any scheduled meetings to review progress in respect of the CRS

SC7 PAYMENT AND RETENTION

- SC7.1 Payment for Services shall be made in accordance with the procedures in the Work Pack. The Contractor, upon completion of a specific Service shall load the asbuilt Records relating to the specific Service onto Viscore. Following a subsequent physical inspection of the Service to which the Asbuilt Record relates, where such inspection is satisfactory to the Field Manager, the Field Manager shall sign off the Service and payment to the Contractor shall be made.,
- SC7.2 The Company shall withhold 5% of the total value of the Services that relate to each Work Pack ("Retention").
- SC7.3 The Retention is a function only of the utility damage component of the ranking system that comprises the CRS. For the avoidance of doubt, Retention does not apply to the other components of the CRS, namely Health, Safety and Environmental, Quality and Compliance;
- SC7.4 At the conclusion of the Services referred to in SC6.1, the Company shall calculate, using the formula contained in the matrix of the CRS, the portion of the Retention that will be released to the Contractor;
- SC7.5 The Contractor warrants that it has familiarised itself with the mechanism by which the release of Retention (if any) is calculated and acknowledges and agrees that some or all of the Retention may not be released and may be forfeited where the required standards in the CRS are not achieved;
- SC7.6 The Contractor acknowledges and agrees that the Retention is incentive based and is not, nor is it intended to be punitive in nature.

SC8 HEALTH AND SAFETY

- SC8.1 The Company has prepared and may update from time to time its Health, Safety and Environment Plan ("HSE Plan") at Appendix 1 containing the Company's safety and health management requirements. Performance of the HSE Plan may be measured in accordance with the HSE Plan component in the CRS matrix;



- SC8.2 The Contractor shall complete and submit the HSE Plan to the Company to enable the Company to satisfy itself that the Contractor has the necessary management system expertise, experience and capabilities that, in the Company's sole opinion, demonstrates its ability to meet the requirements of the HSE;
- SC8.3 The Contractor will be entitled to sign the Contract when and only when the Company accepts the HSE Plan submitted by the Contractor and satisfies itself in terms of Clause SC8.2
- SC8.4 The Contractor shall retain, implement and maintain the HSE Plan and make it available to the Company upon request;
- SC8.5 The Contractor warrants that it has read and fully understood its obligations under the HSE Plan, particularly with respect to the risk management provisions which will apply and are contained in Section 7 of the HSE Plan.
- SC8.6 The Company reserves the right to change any terms of reference in the HSE Plan as it sees fit and the Contractor agrees to meet the requirements of such change PROVIDED however that any changes made are in accordance with the current legislation;
- SC8.7 Where the Contractor breaches the HSE Plan by failing to meet the requirements of any part of it, the Company may, by notifying the Contractor in writing, require the Contractor to rectify such breach and /or provide an agreed course of action to avoid a recurrence of such a breach. Where the breach is not rectified within a timeframe stipulated by the Company, the Company reserves its right to withdraw or suspend the Contractor's Registered Supplier status until such time as the Company is satisfied that a recurrence of the breach is unlikely. Continuous breach shall be deemed a serious breach and the provisions of Clause 23.6 of this Contract General Terms and Conditions for the Provision of Services shall apply.

SC9 TERMINOLOGY

If the documents comprising the Statement of Works or Work Pack or Project Instructions specify any matter or thing:

- (a) to be carried out or any action performed or organised but do not specify which party is responsible to do so, then (unless the context requires otherwise) it shall be deemed that the Contractor shall carry out the matter or thing or shall perform or organise such action, as the case may require; and/or
- (b) to be submitted and/or approved but do not specify to or by whom the matter or thing will be submitted or approved, then (unless the context requires otherwise) it shall be deemed that the matter or thing shall be submitted to or approved by the Company, as the case may require.

Handwritten signature and initials in black ink, located at the bottom right of the page.

NGA SPECIAL TERMS AND CONDITIONS

NEXT GENERATION ACCESS (NGA)

1. INTRODUCTION

The Parties acknowledge and agree:

- a. that these special terms and conditions apply exclusively to the Next Generation Access (NGA) Provisioning Services that the Contractor shall provide to the Company;
- b. that these NGA Special Terms and Conditions shall be read in conjunction with the General Terms and Conditions, of which they form part.
- c. unless expressly provided otherwise in the Contract, in the event of any inconsistency between the General Terms and Conditions, the NGA Special Conditions, the Statements of Work, the Work Packs or any other document, the following descending order of precedence shall apply:
 - (i) the Work Packs and any instructions or directives issued in conjunction therewith;
 - (ii) the NGA Special Conditions;
 - (iii) the General Terms and Conditions
 - (iv) the Statements of Work
 - (v) any other documentation/instruction between the parties.

2. GENERAL

The Parties acknowledge and agree that Visionstream is working co-operatively with Chorus to develop and establish long-term solutions and to secure delivery of NGA Provisioning Services beyond 1 February 2017 and that the parties hereto will work together to identify and, where feasible, implement initiatives aimed at making improvements in:

- (i) productivity and efficiencies;
- (ii) service quality;
- (iii) meeting service levels and Key Performance Indicators ("KPI's");
- (iv) positive Health and Safety outcomes; and
- (v) overall profitability for both parties.

3. NGA SCOPE OF SERVICES

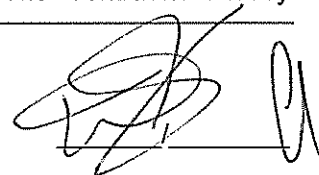
The Contractor shall provide the NGA provisioning Services as described in Schedules 2, 9 and 10 hereto:

Schedule 2: Rates;
Schedule 9: NGA CPPC codes description; and
Schedule 10: NGA SOW Codes

The Contractor acknowledges that it has been provided access to, or copies of, the above documents.

4. SERVICE CHARGES AND RATES

Visionstream shall remunerate the Contractor for the NGA provisioning services described in this agreement, in accordance with Schedule 2 – Rates. The Contractor hereby



acknowledges that the scheduled rates are contained within Viscore, the software programme through which payments claims are submitted. In the event of any inconsistency between the printed rates schedule attached hereto under Schedule 2 and the rates contained within Viscore, the latter shall take precedence.

5. RATES REVIEWS

Visionstream may from time to time, and where cost savings have been identified as described in Clause 11 hereof or where Chorus adjusts its rates to Visionstream, conduct reviews of the subcontractor rates in Schedule 2 and subsequently adjust its subcontractor rates to reflect any such changes or cost savings, after having considered in good faith any input received from its subcontractors.

6. PAYMENT PRINCIPLES

Basis for making payment claims:

- (a) Claims for payment or invoices for services shall be submitted for payment only after the following has occurred for each specific job:
- i the NGA provisioning services have been completed in accordance with the relevant Chorus technical specifications; and
 - ii the end customer is connected to the UFB network or legacy fibre networks in accordance with the applicable product specifications – Ready For Service (RFS); and
 - iii in the case of MDU's and ROW's, accurate and complete asbuilt records and designated documentation have been uploaded to the Visionstream database as directed by the Company; and
 - iv where applicable, permanent reinstatement has been completed to the required Chorus or Auckland Transport specifications.
- (b) The Contractor shall invoice Visionstream for the services **within 2 days from RFS**. Where applicable, the Contractor shall upload accurate and complete **asbuilt records** within the same timeframe of **2 days from RFS**. Visionstream reserves the right to reject any invoices submitted before RFS or before accurate and complete asbuilt records, where applicable, have been uploaded to Visionstream's database.
- (c) All reinstatement is to be completed in accordance with Chorus or Auckland Transport specifications, as and where applicable, **and** Visionstream invoiced for such reinstatement work within **14 days** from RFS. Visionstream reserves the right to reject any invoice for reinstatement work before the work is completed to the required specifications.

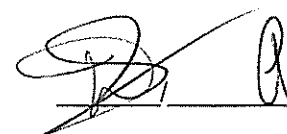
7. PERIOD FOR PAYMENT:

Thirty (30) calendar days from the end of the month during which the payment claim or invoice was received, where that payment claim has been made in a timely manner and in accordance with the terms and conditions of this Agreement.

8. INVOICE NOT PROVIDED:

The Contractor acknowledges that completion of services by its due date is critical for Visionstream meeting its own key performance milestones with Chorus.

The Parties agree that, if a valid and correct GST tax invoice for services is not received by the Company within **45 calendar days** from the last day of the month in which the relevant Services were completed by the Contractor, the Contractor shall not invoice the Company



for such Services and the Company shall have no obligation to pay for any such Services unless agreed otherwise by the Company.

9. CHORUS STANDARDS AND SPECIFICATIONS

The Contractor agrees to perform the services to Chorus specifications and standards as described in the **NGA Provisioning and Assure Task Handbook (ND0563)**, issued by Chorus, together with all related Chorus technical documents, manuals and guidelines. More specifically, the Contractor undertakes to implement and adhere to the Chorus **Lead-in Decision Tree** as described in the **NGA Provisioning and Assure Task Handbook**.

10. VARIATION AND INTRODUCTION OF KPI's

The Company may, acting reasonably, vary the existing KPI's or introduce a new KPI during the term of this Agreement. To the extent that a new or varied KPI impacts on the Contractor's costs or other obligations under this Agreement the parties shall in good faith negotiate any consequential changes to the contract between the parties.



11. MANAGEMENT AND REPORTING

Visionstream shall provide certain management and reporting requirements and functions, as described in the existing Service Agreement, and shall co-ordinate with the Contractor to ensure that all work is completed in a timely manner and to Chorus specifications and otherwise to ensure that Visionstream's obligations under the Field Services Agreement with Chorus will be met.

12. OBJECTIVES AND PRINCIPLES

The Parties commit themselves to working co-operatively with a view to achieving the following outcomes (including ensuring that any person undertaking services has the ability, and commits, to achieve such outcomes):

- (a) to continuously identify new time and cost savings opportunities in relation to the NGA Provisioning Services and to use all reasonable operational and commercial efforts to achieve such savings;
- (b) to take into account and implement cost reduction initiatives, projects, tools and system improvements, process changes and other initiatives that the parties consider would lead to continuous net cost reduction;
- (c) to make available to each other, any information and records that may assist in developing the learnings, work methodologies, productivities and resourcing approaches used in and derived from the provisioning of the services under this agreement;
- (a) to achieve a transparent relationship where both parties have a sound common understanding of each other's key operational drivers, relevant operating costs, and end to end processes and are able to use this information to make management decisions that result in long term cost reduction, increased profitability and efficiencies, and improved network quality;
- (b) to achieve a relationship based on mutual trust and respect, where the parties work with each other in a synergistic way, communicate in an open and honest manner and adopt a no surprises approach with each other;



- (c) to work together to meet future opportunities and challenges and create a flexible and innovative culture that allows the parties to change to meet those opportunities and challenges.

13. CROWN FIBRE HOLDINGS (CFH)

Crown Fibre Holdings is the Crown-owned company, with whom Chorus has partnered to design, build and operate the fibre optic communications network. Visionstream's contract with Chorus allows for CFH to exercise certain Audit and Management Control rights over all suppliers of services to the UFB programme, including Visionstream. The Contractor acknowledges that CFH may from time to time carry out an external audit of Visionstream or request that Visionstream carry out a self-audit for the purpose of:

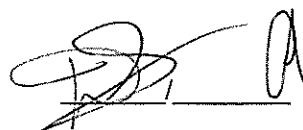
- (a) verifying Visionstream's compliance with and/or ability to perform any of its obligations towards Chorus;
- (b) verifying the accuracy of any reports or other information provided, or to be provided, by Visionstream to Chorus, in connection with the services; and/or
- (c) assess Visionstream's conduct of Service Company Testing, including at the same time as testing is being completed by Visionstream,

and the Contractor undertakes to provide:

- (d) all reasonable assistance to CFH and/or Visionstream (as applicable), including access to personnel, facilities, systems, records and resources used in the provision of the NGA Provisioning services; and
- (e) provide any explanations, information and documentation reasonably required by CFH and/or Visionstream; and
- (f) if required, be present for any element of the services, including during testing of the NGA Communal Network; and
- (g) if required, to inspect, measure and record any element of the services, in relation to the audit.

14. GENERAL

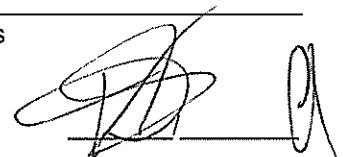
The NGA Special Terms and Conditions will apply only to Next Generation Access (NGA) provisioning services. Where NGA services are being provided and there is any conflict between the NGA Special Terms and Conditions and any other terms included in the Contract, then the NGA Special Terms and Conditions shall prevail.

Handwritten signature and initials, possibly 'JDA' and 'A', in black ink.

CONTRACT GENERAL TERMS AND CONDITIONS

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APPENDICES

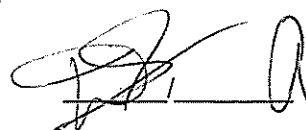
APPENDIX 1	HEALTH, SAFETY AND ENVIRONMENT PLAN
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NGA CPPC codes description

NGA SOW Codes



Definitions

"Accreditations" means any certificate, licence, endorsement or any other document confirming any training, qualification and/or competence, or any document giving any type of formal permission, relevant to the provision of the Services.

"Assessment Performance Audit" means any audit conducted under clause 16.3.

"Bill Rate" means in respect of any rate of interest to be paid pursuant to this Contract the mid or "FRA" rate for 90 day bank accepted bills (expressed as a percentage) as quoted on Reuters page BKBM (or any successor page) (subject to manifest error) at or about 10.45 am on the first Business Day of the period in respect of which such rate of interest is to be calculated, and thereafter on each succeeding Business Day of the period.

"Business Day" means any day other than a Saturday, Sunday, or a statutory public holiday in New Zealand.

"Chorus" means Chorus Limited (and where the context requires, its subsidiaries from time to time), the company formed as a result of its demerger by Telecom Corporation of New Zealand Limited on 30 November 2011.

"Chorus Agreement" means the agreement for the provision of services entered into between Telecom New Zealand Limited (division known as Chorus) and Visionstream Pty Limited on or about 30 June 2009, which was by Deed dated 28 November 2011, novated to Chorus;

"Chorus Data" means all data and information in any form (whether written, electronic or otherwise) relating to Chorus or its business, operations, facilities, customers or employees.

"Code of Conduct" has the meaning given to that term in clause 22.1.

"Company Data" means all data and information in any form (whether written, electronic or otherwise) relating to the Company or its business, operations, facilities or employees.

"Compendium" means a folder containing general and site specific documents such as checklists, policies, registers, guidance notes, permits, directives and safety alerts which are issued to the Contractor in relation to each work site;

"Commencement Date" means the date stated as the commencement date in Annexure 1;

"Consigned Material" means those items supplied to the Contractor free of charge by the Company for the purposes of carrying out Services under this Contract and contained in the Consigned Material list provided by the Company to the Contractor from time to time.

"Consumable Material" means those items supplied by the Contractor for the purpose of supplying the Services.

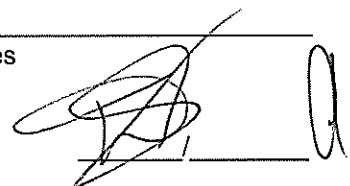
"Contract" means this Contract For the Provision of Services between Visionstream Pty Ltd and the Contractor who will provide the Services described herein;

"Contractor Personnel" means any employee of the Contractor who performs Services, acts on the Contractor's behalf or is paid by the Contractor in relation to this Contract.

"Contractor Rating System" means the rating scale designed to measure the quality of work and achievement by the Contractor in the provision of Services and to accord a ranking for use by the Company in its selection of Contractors for the provision of future Services if applicable to the Statement of Work that accompanies these General Terms and Conditions

"Contractor's Representative" means a competent representative of the Contractor who is acceptable to the Company and acts as first point of contact for the Contractor on a day to day basis

"Customer" means a customer of any one of Chorus' retail customers at whose premises Services are provided by the Contractor under this Contract, and who is the ultimate recipient of the Services

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"Customer Service Areas" means designated geographic region or regions in New Zealand within which the Company is to provide Services to Chorus.

"Due Date" shall have that meaning ascribed to it in Clause 3.4(b)

"Equipment" means specialised tools and equipment purchased by the Company and provided to the Contractor under a hire purchase agreement

"Fault Related Event ("FRE")" means a ticket that has been created to capture more than one fault that is logged with Chorus as a result of a complaint from a Consumer in relation to a cessation of telecommunication services caused by the Contractor

"Field Manager" means an authorised representative of the Company

"Financially Contestable Environment" means the criteria relevant to whether the best price to the Company has been achieved, including (but not restricted to) the following criteria:

- (a) the nature and difficulty of the particular Service;
- (b) the availability of potential suppliers of the Service;
- (c) best evidence of market benchmarks for that Service;
- (d) the period of time in which the Company expects the particular Service to have been carried out and completed to the standard and specification required; and
- (e) any other factor which may be relevant to the supply of the particular Service.

"Force Majeure Event" shall have the same meaning attributed to it in Clause 28.6

"GST" means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.

"Induction Training" means the training course provided by the Company that must be undertaken by all Contractors and Contractor Personnel who undertake work on a Site, the successful completion of which will entitle accreditation or registration for that Contractor and Contractor Personnel, allowing access to a Site;

"Intellectual Property" means, in respect of any person, all intellectual and industrial property rights and interests (including common law rights and interests) owned or held by that person, or lawfully used by that person, including, without limitation:

- (a) patents, trade marks, service marks, copyright, registered designs, domain names, trade names, symbols, and logos;
- (b) patent applications and applications to register trade marks, service marks and designs; and
- (c) formulae, methods, plans, data, drawings, specifications, characteristics, equipment, designs, inventions, discoveries, improvements, know-how, experience, software products, trade secrets, price lists, costings, circuit layouts, computer codes, data inventors, logical sequences, brochures and other information used by that person.

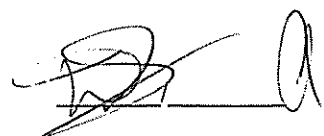
"Key Performance Indicator" means in respect of each Service, the relevant key standard of performance to be achieved by the Contractor, specified as such in Schedule 6.

"KPI System" means the system set out in clause 15 and Schedule 6.

"KPI Target" means the performance target specified for each of the KPIs in the table at Schedule 6;

"Network Equipment" means any wire or wires, cable or a conductor of any kind (including fibre optic cable), transmitter, receiver, amplifier, antennae, tower, mast, pole, cabling duct, insulator, casing, machinery, plant, or any other equipment whatsoever used or intended to be used (or supporting or protecting any equipment to be used or intended to be used) for telecommunication by Chorus or any Customer or contractor (including co-located parties) of Chorus and includes any future Network Equipment and also any part of the Network Equipment.

"Non-Conformance Report" means a report used to set out the audit findings where a job or task is found not to conform to the required standard, specification or operational process or procedure.



"Non-Disclosure Agreement" (or "NDA") means the Non-Disclosure Agreement signed by the parties prior to this Agreement that binds a party or parties to strict terms of confidentiality.

"Notices to Contractors" means official notices containing further information, guidance and instructions in regards to the management and administration of this contract. Notices may include topics such as safety and environmental issues, quality and technical aspects, materials and suppliers, financials, rates and contractual changes;

"Performance Indicator" means in respect of each Service, the relevant standards of performance to be achieved by the Contractor, as specified in Schedule 6, and includes any Key Performance Indicator

"Plans" means all design plans procured from local authorities and utility companies that provide details of the underground infrastructure areas in which the Contractor is required to provide the Services

"PPSA" means the Personal Property Securities Act 1999 and all its amendments

"PPSR" means the Personal Property Securities Register that allows security interests in personal property to be registered and searched in accordance with the PPSA

"Registered Supplier" means any provider of Services, Contractors, Sub-contractors or any of their employees who have met all the Company's requirements for the provision of Services and who have also been approved by Chorus in accordance with and subject to Clause 17 of the Chorus Agreement.

"Remedial Action" means an activity required under a Remedial Plan;

"Remedial Plan" means a course of action identified by the Contractor specifying the process it will follow to remedy any failure to achieve a KPI or a Due Date and the timetable for its implementation;

"Schedule" means those schedules attached to this Agreement containing information, data, rates, guidelines, Service requirements and other information relating to the provision of the Services by the Contractor and which shall be updated from time to time at the discretion of the Company.

"Service Charges" means the charges payable by the Company for, or associated with, the Services as specified in the relevant Statements of Work;

"Services" means the services to be provided by the Contractor and specified in each of the relevant Work Packs and in accordance with the terms of this Contract.

"SHEWMS" means a Safety, Health and Environment Working Method Statement. The aspects detailed in a SHEWMS may include safety and health, environmental, quality and community matters and it is used as a tool to ensure work activities are completed in accordance with applicable legislation and defined requirements;

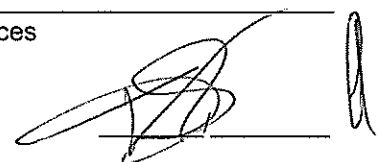
"Site" means any land used, occupied, leased or owned by the Company, Chorus or a Customer (whether by statutory right or otherwise) as a corporate or network estate site and includes any building, improvement, fixture, fitting or chattel at any time situated on such land and includes any part of a Site but does not include any Network Equipment at any time situated on a Site.

"Specified Products" means those products specified by the Company from time to time for which the Contractor shall not substitute an alternative product and/or supplier.

"Statement of Work" means for the purpose of this Contract, a document containing the details of a particular type of Service to be provided by the Contractor including, the scope of, and the coded description of the Services, Service objectives and specifications, procedural requirements and other technical documents.

"Subcontractor" means any third party contracted by the Contractor to perform any Service in accordance with the relevant procedures set out in this Contract, and includes the agents, invitees, suppliers and employees of any such Subcontractor.

"Tax" means all forms of taxation (whether direct or indirect), duties, charges, dues, imposts, levies, rates or other governmental impositions of whatever nature, imposed in New Zealand and, in particular (but without limitation), income tax, withholding tax, approved issuer levy, fringe

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benefit tax, stamp duty, GST, gift duty, customs or excise duties, regional or local taxes, municipal taxes, accident compensation levies, interest and penalties.

"**Technical Document**" means the documents including specification and procedures (as updated from time to time by the Company listed in the technical document index.

"**Telecom**" means Telecom New Zealand Limited.

"**Telecom Separation Undertakings**" means Telecom's undertakings to the New Zealand Government as provided to the Minister of Communications on 25 March 2008 in accordance with section 69K(2)(c) of the Telecommunications Act 2001.

"**Term**" has the meaning set out in clause 2.

"**Toolbox Meeting**" means a meeting held from time to time with the Contractors collectively to share and disseminate information, issue directives, make announcements and generally discuss any pertinent matters concerning the performance of the Services;

"**Training and Competency Matrix**" means the chart appended to these General Terms and Conditions setting out the minimum training and competency requirements for a Contractor or Contractor's Personnel in undertaking a specific task or group of tasks to be performed in the provision of the Services;

"**Viscore**" means Visionstream's uploadable job management system or its successor, or any other job management and allocation system as advised by the Company from time to time, and which is accessible to registered or approved Contractors;

"**Work Pack**" means all the details, instructions, specifications and other information relating to a particular Service that the Company requires the Contractor to undertake, which is accessible by the Contractor by upload from Viscore.

"**WTC**" training means Work Type Competency training as prescribed by Chorus

NOTE:

These General Terms and Conditions shall be read in conjunction with the accompanying Special Conditions, which in turn contain terms and conditions specific to those Services to be provided under a particular Statement of Work.

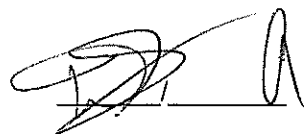
Where a new Statement of Work is issued to the Company by Chorus, the Company shall prepare further Special Conditions to reflect the provisions and requirements specific to the new Statement of Work

For the avoidance of doubt, these General Terms and Conditions shall prevail in the absence of any term, condition, reference or instruction to the contrary in the Work Packs, Schedules or Special Conditions, or in the case of any ambiguity.

1 Parties

- 1.1 This Contract for the Provision of Field Services (**Contract**) is between the Company and the party stated in Annexure 1 (**Contractor**).
- 1.2 In this Contract, the Company and the Contractor may be referred to separately as a **Party** and collectively as the **Parties**.
- 1.3 The addresses of the Parties are stated in Annexure 1.
- 1.4 This Contract is made on the date stated in the Instrument of Agreement and replaces any existing Contract for the provision of the same or similar Services.
- 1.5 Each party to this Contract shall remain an independent contractor and shall be exclusively responsible for its employees and its subcontractors, suppliers and consultants.

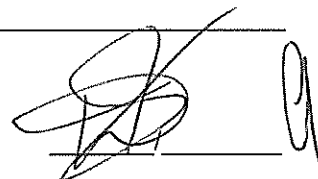
2 Basis of Contract and Term



- 2.1 This Contract records the agreement of the Parties to the matters set out in it and:
- (a) will only constitute a direction to the Contractor to perform Services where the Company issues an order in accordance with clause 3 (**Work Pack**), and the Contractor must not perform any Services until the Company has issued a Work Pack;
 - (b) does not;
 - (i) require the Company to issue any Work Pack to the Contractor;
 - (ii) guarantee the Contractor any minimum amount of Services;
 - (iii) have any effect on the Company's ability to use other contractors to provide Services similar to or the same as the Services,and the Company will not be liable to the Contractor in respect of any of these matters.
- 2.2 Subject to the termination provisions in clause 23, the Contract will remain in force from the Commencement Date for the term as stated in Annexure 1.
- 2.3 On expiry of the initial term as stated in Annexure 1, unless either party gives notice no later than 30 days prior to the expiry date of the initial term or, no later than 30 days prior to the expiry date of any subsequent extension of the term, that it does not wish to extend the Term, then the Contract will be automatically extended for further 12 month period until expiry of the contract between Chorus and the Company, always subject to:
- (a) satisfactory performance of the Contractor in accordance with the KPI System, the CRS (if applicable) or any other performance rating system employed by the Company;
 - (b) agreement by the parties acting in good faith on any adjustment to the rates to apply for each extension period resulting from any benchmarking of the rates and any significant changes in the methods and costs of providing the Services from Commencement Date to the date of expiry of the initial Term;
 - (c) any significant changes in the contract between the Company and Chorus that may impact on the rates and provision of the Services under this Contract; and
 - (d) the Company exercising its right to review these existing General Terms and Conditions on each anniversary of the Commencement Date.

3 Work Packs

- 3.1 The Company shall issue Work Packs to the Contractor for Services and, subject to clause 3.5, the Contractor must comply with the instructions in each Work Pack. At the Company's discretion the form of Work Pack may be varied in form and delivery method depending upon the type of Services being provided, including being issued electronically via Viscore, and such communication is agreed to be accepted by the Contractor as a valid Work Pack.
- 3.2 At or around the time of this Contract, the Parties have agreed a schedule of rates and prices for the performance of the Services (**Schedule of Rates and Prices**). The Schedule of Rates and Prices:
- (a) is taken to be a document comprising part of the Contract to be incorporated in the Contract as Schedule 2. The Contractor hereby acknowledges that the scheduled rates are contained within Viscore, the software programme through which payments claims are submitted and processed. In the event of any discrepancy between the printed rates schedule attached hereto (Schedule 2) and the rates contained within Viscore, the latter shall prevail. The Contractor acknowledges that it has been provided access to, or copies of, the above documents.
 - (b) can only be varied in writing, and both Parties must sign the amended version of the Schedule of Rates and Prices in order for the amended version to take effect;

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- (c) is deemed to compensate the Contractor for everything necessary (labour, plant, equipment and other items), to perform the Services and otherwise to fulfil all of its obligations under this Contract including any Work Pack, except where it is specified elsewhere in the Contract that the Company is liable for certain costs or supply of designated equipment, tools or material; and
- (d) does not include any GST and therefore, in addition to the Service Charges, the Company shall pay the Contractor the amount of all GST chargeable on any taxable supply provided by the Contractor under this Contract.

3.3 Rate Reviews

The Company may from time to time, and where it deems necessary, conduct reviews of the coded rates in Schedule 2 where it believes, in its sole opinion, that not to review those rates may adversely affect the ability of the Contractor to perform the Services. For the avoidance of doubt, this Clause 3.3 places no obligation whatsoever on the Company to review any rates.

3.4 Each Work Pack must:

- (a) specify the Services to be performed/supplied;
- (b) specify the due date(s) and time for the Services (**Due Date(s)**) to be completed;
- (c) if the rate is not specified in the Schedule of Rates and Prices, then the Work Pack must specify the price of the Services; and
- (d) specify the site(s) or location(s) to which or at which the Services must be performed/delivered; and
- (e) specify any other special conditions that may apply to the provision of the Services.
- (f) specify any other instruction or directive necessary for the Contractor to undertake and complete the Service

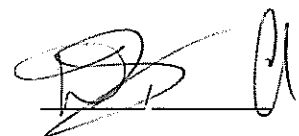
3.5 The Contractor acknowledges that the completion of the Services by any Due Date specified in the Special Conditions and/or Work Pack is critical to the Company and Chorus and undertakes to use its best endeavours to complete the Services by the Due Date and keep the Company informed of any circumstances that may prevent the Contractor from achieving the Services by the Due Date. As soon as the Contractor becomes aware that, for whatever reason it may not meet the required Due Date, then it shall submit a Remedial Plan to the satisfaction of the Company.

3.6 Where penalties apply for late achievement of the Due Date due to an act or omission by the Contractor, including failure to inform the Company of any material or relevant act or omission that causes the delay, the Company may deduct them from any progress payment issued subsequent to the penalties becoming payable.

3.7 Subject to the Contractor meeting the requirements of Clause 3.5, the Due Date(s) stipulated in any Work Pack shall be extended where the performance of the Services to which the Due Date(s) relate(s) is unavoidably delayed by a breach of this Contract or any Work Pack by the Company, or any other act or omission by the Company or its agents or Chorus.

3.8 In relation to any Services where the Contractor is required to provide the Company with a quote prior to undertaking the relevant Service, to enable the Company to meet its obligations to Chorus the Contractor shall provide the Company with at least the following information:

- (a) the labour code applicable to the Service;
- (b) the number of hours of labour required to complete the Service;
- (c) an itemised list of all costs that will be incurred by the Contractor to complete the Service
(with any margin added by the Contractor identified separately); and
- (d) a total project cost amount.

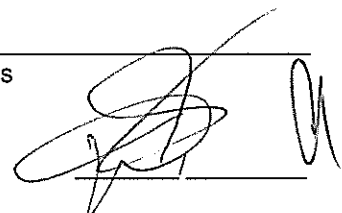


Where a quote for other Services is provided the Company may accept or reject the quote at its absolute discretion.

- 3.9 **Prices for Consumable Material:** If the Company undertakes to supply Consumable Material (including Specified Products) to the Contractor at the prices listed in Schedule 2 the Company may use a third party supplier to supply the Consumable Materials. If the Contractor elects not to procure the Consumable Materials through the Company or its nominated supplier then the Contractor is liable for any difference between the prices in Schedule 2 (as amended from time to time) and the price that the Contractor pays to any other supplier.

4 Services

- 4.1 The Services to be provided by the Contractor are specifically described in the relevant Work Pack.
- 4.2 In addition to any other obligation imposed on the Contractor under this Contract, in all cases, the Contractor shall provide the Services as specified by the Company in any Work Pack:
- (a) by the Due Date(s);
 - (b) to the standards specified in any specifications provided by the Company, or if not specified, a standard consistent with the standard that would be applied by an appropriately qualified professional person for work, services or deliverables of a similar nature;
 - (c) in a manner which complies with all statutory requirements, all authority requirements and any government code(s) that may apply to the Project (**Legislative Requirements**), to the extent relevant to the Services; and
 - (d) in accordance with the processes and procedures and Technical Documents in the Statements of Work, any performance rating or KPI system employed by the Company or any other requirements that the Company may reasonably issue from time to time; and
 - (e) otherwise in accordance with the provisions of this Contract.
- 4.3 If the Services include physical works performed at the Site:
- (a) the Contractor shall perform the Services:
 - (i) in an effective, efficient, careful, skilful and safe manner, by or under the supervision of properly trained and briefed, and appropriately experienced and skilled personnel; and
 - (ii) so as not to cause unnecessary interference with the public and in a manner which maximizes co-operation and integration with other contractors; and
 - (b) all plant, equipment and other items provided by the Contractor to perform the Services shall at all times remain the property of the Contractor; and
 - (c) the Contractor must ensure that its plant, equipment and other items are properly maintained and/or repaired in accordance with relevant operating manuals or industry standards and are safe to operate at all times throughout the duration of the Services.
- 4.4 Subject to the provisions of all relevant employment legislation, the Company may request the Contractor to provide the Services from Monday to Saturday inclusive, excluding Public Holidays, and the provision of the Services during these times is deemed to be included in the rates.
- 4.5 The Contractor must ensure that the hours worked by any personnel comply with any relevant industrial awards and/or applicable legislation.

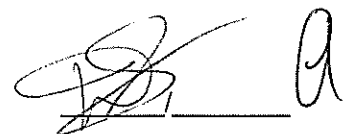


- 4.6 The Contractor must ensure that it complies with any restriction on the hours of work on a Site imposed by the Company, any regulation, statute or authorised authority including but not limited to road authorities or local municipal authorities.

5 Contractor Obligations

5.1 In providing the Services, the Contractor shall:

- (a) operate in an efficient and business-like manner, exercising the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor in the same or similar circumstances, with reference to (without limitation) standards and practice applicable in New Zealand;
- (b) comply with the reasonable instructions given by the Company or Chorus in respect of the Services and this Contract from time to time;
- (c) meet any applicable Key Performance Indicators;
- (d) ensure that sufficient, appropriately skilled and experienced personnel and/or Subcontractors are providing the Services during the Term and to this end the Contractor shall furnish relevant qualification certificates, licences and associated documentation, all such documentation to be valid and current at all times throughout the Term and in accordance with the provisions of SC1;
- (e) comply with the requirements set out in Schedule 7 in respect of tools and equipment required to perform the Services;
- (f) not entice or attempt to entice any of the Company's or Chorus' employees to become an employee of, or provide services (other than as contemplated under this Contract) to, the Contractor;
- (g) subject to the Contractor's rights and obligations under this Contract and at law, not increase the Company's or Chorus' risk;
- (h) act in the best interests of the Company and Chorus in providing the Services;
- (i) provide all personnel, processes, tools, materials and resources required to provide the Services, unless it is specified elsewhere in this Contract that the Company will provide certain tools and/or materials;
- (j) keep the Company fully advised of the progress of the Services and changes or possible changes to the scope or timing of the Services;
- (k) not damage the reputation of the Company or Chorus or any Related Company of Telecom or the goodwill of Chorus Customers, suppliers or other parties dealing with the Company or Chorus;
- (l) not damage or adversely affect the business operations or assets of the Company or Chorus or any Related Company of Telecom;
- (m) minimise any disruption to Chorus' business and the activities of its employees and service providers;
- (n) comply with all relevant laws and maintain at all times and at its own expense all licences, approvals and permits required in order for it to provide the Services.
- (o) ensure that all the Contractor Personnel and Subcontractors who complete work for the Company under this Contract will, when completing work on behalf of the Company and Chorus, comply with the Code of Conduct as though they were Chorus or the Company's employees;
- (p) ensure that the Contractor, its personnel and subcontractors comply with all health and safety plans and procedures notified by the Company to the Contractor and otherwise comply with the Health and Safety at Work Act 2015 and all regulations issued under that act;

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- (q) ensure that it is fully conversant with the particular Statement of Works and payment code identification under which the Services are being performed to the extent that its obligations under Clause 5.1(u) are met with minimal error;
- (r) undertake or participate in training programs necessary to meet the Contractor's obligations in the provision of the Services, the costs for training to be at the Contractor's expense unless otherwise agreed by the Company;
- (s) ensure that all its employees and Subcontractors comply with the Contractor's obligations under this clause and clause 17.
- (t) ensure minimum disruption to road users, property owners and other third parties and comply with the traffic safety provisions that it has agreed to in Clause 7.4 of the HSE Plan.
- (u) ensure that all payment claims accurately reflect the scope of the Services being performed and that the payment codes applied to those Services are correct for the Services being performed;
- (v) suspend the Services and advise the Company immediately upon the discovery of any fossils, articles of potential geological or archaeological importance or value which may be subject to legislation including but not limited to the Resource Management Act 1991, the Historic Places Act 1993, Conservation Act 1989, Protected Objects Act 1975 and Auckland Regional Policy Statements or Plans. The Contractor shall not resume Services until directed so by the Company. The Contractor shall not be subject to any penalties where the suspension of the Services under this clause causes delay to the extent that KPI's (if any) or Due Dates are adversely affected; and
- (w) comply with Anti-Money Laundering Laws, International Trade Controls and Anti-Bribery and Corruption legislation.

5.2 Co-operation with other suppliers

The Contractor acknowledges that from time to time other suppliers of goods and/or services to the Company and/or Chorus may be performing services that interact with the Services being provided by the Contractor under this Contract. Under these circumstances the Contractor undertakes to co-operate with such other suppliers to enable each of them to fulfil their responsibilities.

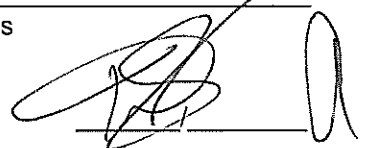
5.3 Management of Services

The Contractor shall at all times during the Term manage, administer and monitor the performance and completion of each Service and shall undertake whatever further attendances that may be reasonably required for the Contractor to satisfy itself that each Service is being performed and completed with due regard to the Contractor Rating System at Appendix 2 (if applicable) and in accordance with:

- (a) the provisions of the relevant Statement of Work as advised by the Company;
- (b) the relevant Work Packs;
- (c) the General Terms and Conditions;
- (d) the Special Terms;
- (e) the Company's reasonable expectations;
- (f) the relevant Service Charges agreed in respect of each particular Service;
- (g) all relevant Technical Documents; and
- (h) otherwise in accordance with the terms of all other contract documentation between the Company and the Contractor.

5.4 Specific management activities and pro-active approach

By way of illustration only, and not in any way limiting the general provisions of clause 5.3, the Contractor shall, in complying with the Contractor's duties and obligations under



clause 5.3, manage, administer and monitor the performance and completion of the Services by:

- (a) regularly inspecting and monitoring the tasks being performed;
- (b) conveying any of the Company's requests to each relevant employee or Subcontractor;
- (c) ensuring that all materials, goods and merchandise included as part of any Service or any works being undertaken as part of any Service are in accordance with contract requirements and otherwise meet the Company's reasonable expectations;
- (d) ensuring that at all times each employee or Subcontractor is conversant with and complies with the Chorus branding requirements specified in Schedule 3;
- (e) ensuring that at all times each of the Contractor's employees and any subcontractors are conversant with and comply with the provisions of the relevant Contract Terms and Conditions and with such rules, directions, restrictions and procedures which Chorus may advise to the Company and the Company advises the Contractor from time to time relating to any Network Equipment, any Site or the use thereof or any other matter which the Company and Chorus considers appropriate from time to time;
- (f) ensuring that at all times each of the Contractor's employees or subcontractors are conversant with and comply with the Induction Training procedures and requirements as relevant to the provision of the particular Service;
- (g) ensuring that the Contractor's insurance obligations meet all contractual requirements and remain current at all times during any period in which the Contractor is contractually bound to provide Services;
- (h) where required by the Company, reporting to the Company as to the level to which the Service is being performed or completed and otherwise as and when reasonably required by the Company; Daily, weekly or monthly reporting may be required at the discretion of the Company;
- (i) ensuring that the Contractor has those information technology systems or platforms which are reasonably required by the Company to enable the Contractor to interface with the Company's systems to receive and close out orders and convey other relevant information;
- (j) ensuring that accurate asbuilts are loaded into the Visionstream database as directed by the Company;
- (j) keeping accurate records (including, but not limited to asbuilts, financial, technical and any other records as may reasonably be required by the Company) relating to the performance and completion of any Service or signing off of Work Pack as the case may be and providing regular reports to the Company; and
- (k) generally ensuring that the Company is aware of, or made aware of any material information or fact in relation to any of the Services, Chorus Data or Company Data that the Contractor reasonably believes would be beneficial or necessary for the Company to be aware of.

5.5 **Toolbox Meetings**

The Company shall conduct monthly Toolbox Meetings (or as otherwise directed by the Company) to provide updated notifications of significance connected to the provision of the Services, including, but not limited to technical developments, instructions, health and safety issues, procedures, quality control and compliance requirements. Attendance at Toolbox Meetings shall be mandatory for all Contractors and Sub-contractors (or their authorised representative). For the avoidance of doubt, attendance at Toolbox meetings by employees of Contractors or Sub-contractors is not mandatory, however those who wish to attend are encouraged to do so. All attendees (other than employees of Contractors and Subcontractors) will be required to sign an attendance register and

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those Contractors and Subcontractors unable to attend for genuine reasons shall notify the Company in advance to arrange for notifications and associated instructions to be delivered to the non attending Contractors and Subcontractors by alternative means.

6 Contractor's Employees

6.1 The Contractor shall ensure, to the satisfaction of the Company that each person required to perform the Services:

- (a) is experienced, competent and fit to perform the work and/or services he/she is required to undertake and has been pre-approved by the Company or Chorus prior to performing any of the Services;
- (b) holds appropriate licences and certificates and accreditations, all of which must be valid and current at all times and made available to the Company for examination upon request;
- (c) complies with the Company's site specific safety and environmental requirements;
- (d) complies with the Company's local community relations requirements;
- (e) Complies with relevant New Zealand Standards; and
- (f) is paid in accordance with relevant payment conditions and otherwise receives all relevant employee entitlements.

6.2 The requirements of Clause 6.1(c) may include (without limitation) attendance at a safety induction course, and supply and use of appropriate personal protective equipment.

6.3 Dealings with Customers

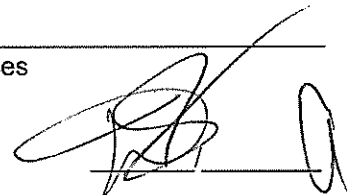
The Contractor acknowledges that the manner in which the Contractor and the Contractor's Personnel deal with Customers is of critical importance in maintaining and improving Customer satisfaction and enhancing the reputation of the Company, Chorus and the Contractor. The Contractor must, accordingly:

- (a) comply, and ensure all Contractor Personnel and Subcontractors comply, with Chorus' specific requirements in relation to customer experience and service, and branding and presentation, as set out in Schedule 3;
- (b) act, and ensure that all Contractor Personnel and Subcontractors act, at all times in a courteous, reliable and trustworthy manner and otherwise in accordance with written standards notified by the Company and Chorus from time to time; and
- (c) ensure that it holds all necessary consents (including any landholder consents) before carrying out any Services or entering any privately owned property and will comply with any conditions of such consents; and
- (d) ensure that all Contractor Personnel and Subcontractors are clean and tidy and all clothing worn by them during performance of the Services or when in public view is clean and tidy and conforms to best trade practices and the Company's and Chorus' reasonable requirements as to standards of dress and display of appropriate branding. (Clothing not considered acceptable includes jeans, sandals, tennis shoes, torn or ripped clothing, T-shirts, and any clothing featuring names, slogans or logos advertising companies other than Telecom, Chorus or the Company, unless otherwise approved.)

7 Training

7.1 Training

The Contractor shall ensure that all Contractor Personnel and Subcontractors undertaking Services under this Contract have undertaken and successfully completed all training specified in SC1 and Schedule 5 in accordance with the relevant timeframes.



7.2 Training requirements

The Contractor shall ensure that each member of the Contractor Personnel and Subcontractors undertaking Services on behalf of the Contractor:

- (a) hold qualifications necessary for and appropriate to the Services being undertaken by that person;
- (b) have passed all training specified in SC 1 and Schedule 5, and have met the required level of training and competency in accordance with the provisions of the Training and Competency Matrix appended to this Agreement;
- (c) in addition to technical training as set out in SC 1 and Schedule 5, the Contractor shall ensure that its field personnel successfully complete the Chorus prescribed Work Type Competency (WTC) training through an approved training provider, and as directed by Visionstream. The Company will conduct an assessment of Contractor qualifications and will make a determination as to which WTC modules need to be completed by Contractor personnel. The Company may assist in facilitating WTC training, however it will be the responsibility of the Contractor to enrol its personnel for training with an approved provider and the costs of the WTC training shall be borne by the Contractor.
- (d) when requested by the Company provide suitable documentary evidence of the qualifications held and training passed,

and the Company may (at its discretion) actively monitor the performance of each such person to ensure compliance with such requirements.

8 Contractor Personnel

8.1 Approval of all Contractor Personnel

The Contractor shall not use any Contractor Personnel or Subcontractors in connection with the provision of the Services without first receiving the Company's written consent to that person or Subcontractor performing Services.

8.2 Personnel information

To the extent permitted by law, the Company may require the Contractor to conduct, at the Company's cost, a standard police check on all Contractor Personnel and Subcontractors for whom the Contractor is seeking consent from the Company pursuant to clause 8.1 and the Contractor shall provide the results of such police check to the Company promptly upon request by the Company for such information.

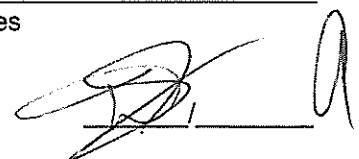
8.3 Removal Rights

The Company or Chorus may require the Contractor, following due process, to remove any of the Contractor's Personnel from providing the Services to the Company for any reason.

9 Subcontracting

9.1 The Contractor shall not enter into any contractual arrangement with any person relating to the provision of any Service (a Subcontractor) without first receiving the Company's written consent to that person performing that Service. The Company may give or withhold that consent in its absolute discretion but to enable the Company to decide whether to give such consent or not, the Contractor shall demonstrate to the Company's satisfaction, that the proposed Subcontractor:

- (a) has proven experience and expertise relevant to the performance and completion of the relevant Service;
- (b) is responsible and of sound financial standing; and
- (c) is otherwise able to perform and complete the relevant Service in accordance with the Contract;

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provided that in the case of an emergency which of necessity requires immediate action and does not reasonably allow the Contractor to use an existing Subcontractor approved by the Company, the Company's prior written consent shall not be required but the Contractor will then notify the Company as soon as it is practicable to do so. For the avoidance of doubt, such Subcontractor must meet the requirements of this clause 9.1

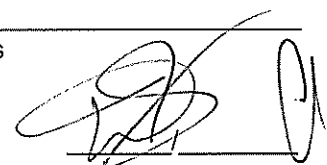
- 9.2 Approval to subcontract shall be at the discretion of the Company and may be conditional and shall not relieve the Contractor from any liability or obligation under this Contract.
- 9.3 Where the Company gives its consent pursuant to this Clause 9.1 and 9.2, the Contractor warrants that it will comply with the provisions of any relevant Statute or legislation including, but not limited to the provisions of the Construction Contracts Act 2002 and hereby indemnifies the Company for any losses, direct or consequential that it incurs through the Contractor's breach of such legislation;

10 Representatives

- 10.1 The Contractor's Representative shall receive directions and notices, including Work Packs, from the Company and otherwise ensure the carrying out of all the obligations of the Contractor to the satisfaction of the Company. The Contractor's Representative as at the date of this Contract is stated in Annexure 1. The Contractor may by notice in writing to the Company appoint a new Contractor's Representative.
- 10.2 The Contractor's Representative shall be available to attend the site(s) or location(s) at which the Services are being or might be performed or delivered at all times during the performance of the Services.
- 10.3 The Contractor shall not deal with or comply with the directions of any person other than the Company's Authorised Representatives. The Company shall not be liable to pay for any Services directed by a person who is not one of the Company's Authorised Representatives.

11 Damage to Persons and Property and other Indemnities

- 11.1 Subject to the provisions of this Contract, the Contractor shall indemnify and keep indemnified the Company against all physical loss or damage to property, including the Company's works or Chorus' works and all loss or damage resulting from death or personal injury arising out of or resulting from the performance of the Services or from any other negligent or unlawful act or omission of the Contractor. This indemnity shall be reduced to the extent that any such loss or damage was caused or contributed to by any grossly negligent or unlawful act or omission of the Company.
- 11.2 The Contractor shall indemnify and keep the Company indemnified from and against all actions, claims, proceedings, costs and damages incurred or awarded in respect of, or arising out of, any claim by any employee, subcontractor or consultant of the Contractor who alleges that in assisting the Contractor perform the Services, he/she was an employee of the Company.
- 11.3 The Contractor shall indemnify the Company against any claim or action arising from or as a result of a breach of requirements and obligations contained in Clause 6.1 (b)
- 11.4 The Contractor shall be responsible for the care of the works relevant to the provision of the Services from the commencement of the provision of the Services until completion of those Services, including any unfixed items (including Consigned Materials) and any plant and equipment used in the provision of the Services.
- 11.5 Subject to clause 11.6, neither party shall be liable to the other under the Contract for any indirect or consequential loss of any kind whatsoever in contract or tort (including negligence), including loss of revenue or profit, loss of opportunity or business interruption, arising out of or in connection with the Contract,
- 11.6 The limitation of liability in clause 11.5 does not apply:



- (a) to the indemnity in clause 11.1 in respect of loss or damage resulting from death or personal injury;
 - (b) to a breach by the Contractor of any terms, conditions or warranties in clauses 17, 19, 25, or 26.7.
- 11.7 Subject to Clause 11.8 below, the Contractor's aggregate liability to the Company arising out of, or in connection with the Services (whether in contract, tort, including negligence, equity or otherwise) in respect of all events or breaches within a 12 month period shall not exceed the value of payments made to the Contractor during that period.
- 11.8 The limitation of liability in Clause 11.7 does not apply:
 - (a) to the indemnity in Clause 11.1;
 - (b) to a breach by the Contractor of any terms, conditions or warranties in Clauses 17, 19, 25 or 26.6 and 26.7;
 - (c) to the extent the Contractor recovers proceeds under one or more policies of insurance required to be effected under this Contract, or the liability for which the Contractor would have been entitled to be indemnified but for:
 - (i) the Contractor's breach of the insurance policy; or
 - (ii) the relevant policy or policies of insurance having been effected and maintained in accordance with this Contract and the Contractor having complied with the terms of such policy or policies (provided that the Contractor's liability under this Clause 11 shall be limited to the levels of insurance referred to in Annexure 1);
 - (d) liability which cannot be restricted or limited under any relevant law;
 - (e) the Contractor's obligation to carry out any Services or its obligation under Clause 14.1 to remedy any defective works or defect (including any consequential effects).

12 Insurance

12.1 Public Liability Insurance

The Contractor shall effect a public liability policy of insurance to cover its liability and any subcontractors' liability to third parties for loss of or damage to property (including loss of use thereof) and the death of or injury to any person.

The insurance shall:

- (a) be for an amount not less than the sum stated in Annexure 1;
- (b) be maintained for the duration of the Services; and
- (c) include the interests of Chorus and the Company as principals in respect of matters that may arise out of the performance of the Services.

12.2 Professional Indemnity Insurance

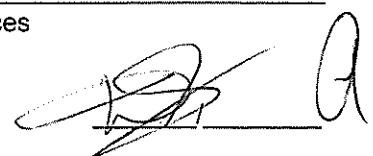
Where the Services includes the provision of professional services, the Contractor shall effect and maintain a professional liability and indemnity policy of insurance.

The insurance shall:

- (a) have an indemnity limit not less than the sum stated in Annexure 1; and
- (b) be maintained to provide continuity of cover for the Contractor's potential liability at law.

12.3 Contract Works Insurance

If specified as being required in Annexure 1, the Contractor shall take out works insurance in respect of the works being undertaken by the Contractor and for the amount specified in Annexure 1.

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12.4 Insurance of Employees

The Contractor shall be liable for payment of levies to the Accident Compensation Corporation (ACC) in accordance with the Accident Compensation (AC) Act 2001.

12.5 Vehicle and Plant Insurance

The Contractor shall effect and maintain comprehensive insurance of all its vehicles and plant used in the provision of the Services.

12.6 Proof of Insurance

Each of the insurance policies required to be effected by the Contractor shall be effected prior to the commencement of the Services and kept current throughout the Term.

The Contractor shall furnish the Company with copies of the required Certificates of Currency from its insurer (or any other valid proof of currency) on each anniversary of the Term, or upon renewal or extension of such Term.

The Company shall not be required to make any payment to the Contractor until valid Insurance Certificates have been provided (to the extent detailed in Annexure 1).

Each policy shall be taken out with a reputable insurer approved by the Company, and if required, by Chorus, and upon such reasonable terms as are commercially available in the market.

Whenever requested by the Company, the Contractor shall produce evidence to the satisfaction and approval of the Company that it has satisfied all of its insurance obligations under this Contract.

Insurance does not limit the Contractor's liability under this Contract or otherwise.

12.7 No effect on insurable interest:

The Contractor shall at all times during the Term ensure that it, the Contractor Personnel and Subcontractors do not do, cause or permit to be done anything upon any Site whereby the Company's or Chorus' insurable interest or any insurance effected by either the Company, Chorus, the Contractor, any Contractor Personnel, may be rendered void or voidable.

12.8 Damage to property on any Site

Without limiting the other provisions of this Contract, the Company will not under any circumstances be liable to either the Contractor or any Subcontractor in respect of any of either the Contractor's or a Subcontractor's articles, equipment, tools of trade, merchandise or effects of whatever nature on or about any Site which are damaged, destroyed or stolen, unless and to the extent that such damage, destruction or theft has been directly caused by the Company gross negligence or wilful default.

12.9 Notification of accident or damage


The Contractor shall as soon as practicable notify the Company of any accident, act, omission, neglect, fraud, dishonesty, breach or default or any other event of which the Contractor is or should reasonably be aware, which may or is likely to give rise to a claim for loss, damage or compensation against the Company or Chorus.

13 Progress Claims and Payment

13.1 The value of the Services shall be:

- (a) an amount calculated by multiplying the relevant rates and/or prices in the Schedule of Rates and Prices by the relevant quantities of the Services provided; less
- (b) the reasonable costs incurred by the Company in remedying any default by the Contractor of its obligations under this Contract including any Purchase Order.

13.2 Notwithstanding the provisions of this Clause 13, Progress Payments shall not be made prior to the Contractor submitting to the Company, in a form specified by the Company,

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complete asbuilts that relate to the Service which is the subject of the payment claim and which meet the standards required by the Company.

- 13.3 Progress claims shall be submitted in a form acceptable to the Company on or before the time for submission of claims for payment stated in Annexure 1 (unless amended in any Work Package).
- 13.4 Progress payments shall be made within the period for payment stated in Annexure 1. The amount of each progress payment will be the Company's reasonable determination of the value of the Services performed, less the amount paid in previous progress payments.
- 13.5 If the Company on reasonable grounds disputes the accuracy of any invoice, the Company shall give notice of that fact to the Contractor. Such notice shall state the basis of the dispute and give relevant supporting details. The Company shall pay the undisputed portion of the invoice and may withhold payment of the portion disputed. If the parties cannot resolve the dispute within 30 Business Days of the date of the notice, the Dispute shall be determined in accordance with clause 29.
- 13.6 Payment by the Company under this clause 13, is not an acknowledgment by the Company that the work has been completed in accordance with the Contract and is not a waiver of any of the Company's rights under the Contract, including the rectification by the Contractor of any work where it is found to be defective, and the right of the Company to recover any payments made where it is determined by audit or other means that the quantities of Services claimed by the Contractor are incorrect or the types of Services claimed are not in accordance with the Schedule of Rates.
- 13.7 At the Company's discretion, payment shall be made by electronic funds transfer or by cheque.
- 13.8 The Contractor shall not submit a claim for payment to the Company unless:
- (a) its employees, subcontractors and suppliers have been paid all amounts due and payable to them;
 - (b) it has paid all insurance premiums due and payable by the Contractor in connection with the insurances required to be maintained under clause 12; and
 - (c) it has complied with all Legislative Requirements in connection with the Services.
 - (d) It has paid any agreed debt / loan payments due to the Company, including, for the avoidance of doubt, any instalment or amount owed by the Contractor and due to the Company under any hire purchase agreement pursuant to Clause 20.1 for tools and equipment used to perform the Services.
- 13.9 The Company may, at any time and as a condition precedent to payment, require the Contractor to provide it with evidence to the Company's satisfaction of the Contractor's compliance with Clause 13.8.
- 13.10 (a) Terms used in this clause 13.10 which are defined in the GST Act have the same meaning in this clause 13.10. The GST Act means the Goods and Services Tax Act 1985. In addition, 'Default GST' means any additional GST, penalty (civil or otherwise) interest or other sum levied against the party making the supply (**Supplier**) under the GST Act or the Tax Administration Act 1994 by reason of non-payment or late payment of any amount of GST payable in respect of a taxable supply made under the Contract.
- (b) Each party acknowledges and agrees that at the time of entering into this Contract, it is registered for GST, it shall indemnify the other party against any loss that may arise from it not being registered for GST and it shall promptly notify the other party in writing if it ceases to be registered for GST.
 - (c) In respect of payments to be calculated under or in connection with the Contract:

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- (i) when calculating the amount payable or other consideration to be provided for a supply, the amounts used in the calculation shall exclude any GST component; and
 - (ii) if the payment is relevant to a loss, cost or expense incurred by a third party, then the payment will be reduced by any input tax credit to which that party is entitled for that loss, cost or expense.
- (d) For each supply made by a Supplier under or in connection with the Contract on which GST is imposed:
- (i) the amount payable or to be provided for that supply under the Contract but for the application of this clause (**GST exclusive consideration**) shall be increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount (**GST Amount**) equal to the GST exclusive consideration multiplied by the prevailing rate of GST; and
 - (ii) The GST Amount must be paid to the Supplier by the Recipient without set-off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

subject to a valid tax invoice (**Tax Invoice**) being provided in respect of the GST exclusive consideration.

If for any reason the Recipient does not pay the GST Amount in accordance with the terms of the Contract the Recipient shall pay to the Supplier an additional amount equal to any Default GST.

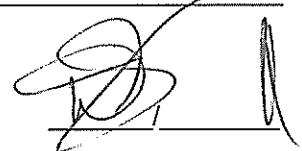
- (e) A Tax Invoice shall be provided either by:
- (i) If the Company is the Recipient of the supply, and if stated in Annexure 1, the Company providing the Contractor with a Buyer Created Tax Invoice (BCTI) on or before making payment in respect of the supply, noting that the Company has received written approval from the Commissioner of Inland Revenue as specified in section 24(2) of the GST Act to issue a BCTI; or
 - (ii) if paragraph (i) above does not apply, the Supplier providing the Recipient with a Tax Invoice prior to the due date for payment of the supply.

If paragraph (i) above applies:

- (iii) the Contractor shall not issue a Tax Invoice in respect of any supply it makes to the Company; and
 - (iv) the Company shall notify the Contractor if it ceases to comply with any of the requirements of any taxation ruling issued by an authority relating to the creation of BCTIs.
- (f) If, and to the extent an adjustment event arises in respect of a supply made under or in connection with the Contract, then:
- (i) if the Supplier's corrected GST amount is less than the previously attributed GST amount, the Supplier shall refund the difference to the Recipient;
 - (ii) if the Supplier's corrected GST amount is greater than the previously attributed GST amount, the Recipient shall pay the difference to the Supplier; and
 - (iii) the Supplier shall issue a credit note or debit note to the Recipient (unless clause 13.10(e)(i) above applies, in which case the Company will issue a credit note or debit note to the Contractor).

13.11 Invoice not provided

If a valid GST tax invoice for Services is not received by the Company within 90 days of the last day of the month in which the relevant Services were provided by the Contractor, the Contractor shall not invoice the Company for such Services and the



Company shall have no obligation to pay for any such Services unless agreed otherwise by the Company.

13.12 Taxes

With the exception of GST, the rates for Services in Schedule 2 are inclusive of, and the Contractor shall be responsible for, the prompt payment of all Taxes payable in connection with the Contract, Contractor Employees and Services performed under the Contract.

The Contractor will indemnify the Company against all such Taxes arising from the Contractor's engagement and the Contractor or any of its employees, being deemed to be an employee of the Company for the purposes of any legislative requirements.

13.13 Set off

Without prejudice to any other rights the Company may have under the Contract, the Company may deduct from any moneys which are otherwise payable to the Contractor any money which is payable by the Contractor to the Company under the Contract. Nothing in this clause 13.13 shall affect the right of the Company to recover from the Contractor the whole of the debt or any balance that remains owing after any such deduction.

For the avoidance of doubt, the rights available to the Company under this Clause 13.13 include the right to set-off where:

- (a) overpayment has been made to the Contractor as a result of claims that have been made erroneously but in good faith in the way contemplated under Clause 5.1(s); and
- (b) any losses for whatever reason are suffered by the Company with respect to its Specific Items under Clause 1.6 of Schedule 7.
- (c) breach of Clause 20.1(a)

13.14 The Contractor hereby acknowledges that the scheduled rates (Schedule 2) are contained within Viscore, the software programme through which payments claims are submitted. In the event of any inconsistency between the printed rates schedule attached hereto under Schedule 2 and the rates contained within Viscore, the latter shall take precedence.

14 Defects

14.1 Should all or any part of the work undertaken by the Contractor as part of the Services be found to be defective within the Defects Liability Period specified in Annexure 1, the Contractor shall remedy such defect including any consequential effects of the defect at its own expense in accordance with this Clause 14. Defect includes omissions and faults.

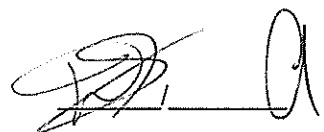
The remedying of defects shall be carried out at such times and in such circumstances as directed by Company so as to cause as little inconvenience to the Company, Chorus and other contractors as possible.

Should the Contractor fail to remedy a defect as described above, or where the defect is affecting a Customer service, or where urgent rectification is required to maintain the operation of the Chorus network, then the Company may arrange for the defect to be remedied by another party instead of the Contractor and the cost of doing so shall be a debt due to the Company recoverable under Clauses 13.1(b) or 13.13.

15 Performance Management and Performance Review

15.1 KPI System

- (a) Without prejudice to any other right or remedy of the Company, the Company may monitor the Contractor's performance by the KPIs under the KPI System.



- (b) The parties agree that the KPI System is a fair basis for assessing the performance of the Contractor.

15.2 Meeting KPI Targets

- (a) The Contractor must achieve, and will use best endeavours to meet or exceed, the KPI Target (as specified in the KPI System) for each KPI.
- (b) If the Contractor fails to meet the KPI Target for any KPI, the Company may:
 - (i) require the Contractor to submit a Remedial Plan to the Company, within the period specified by the Company;
 - (ii) at the cost of the Contractor, implement the Remedial Plan; and/or
 - (iii) at any time, reallocate work to another Contractor.
- (c) Where there is systemic failure by the Contractor to meet KPI Targets for any (or all) KPIs, the Company may:
 - (i) at any time, reallocate any work within the Contract to another Contractor; and/or
 - (ii) exercise its rights under clauses 23.1.

If the Company exercises its right to reallocate work under this clause 15.2, the Contractor must, from the date of notification of the change, carry out its obligations under the Contract as changed.

15.3 Remedial Action

For the avoidance of doubt, if the Company exercises any Remedial Action, the Company does so:

- (a) in addition to any other power; and
- (b) notwithstanding any other obligation, the Company has under the Contract.

15.4 Variation and introduction of new KPIs

- (a) KPIs may be varied during the Term by negotiation of the parties.
- (b) The Company may, acting reasonably, introduce a new KPI during the Term. To the extent that the new KPI impacts on the Contractor's costs or other obligations under the Contract the parties shall in good faith negotiate any consequential changes to the Contract.

16 Reports and Audit

16.1 Reports

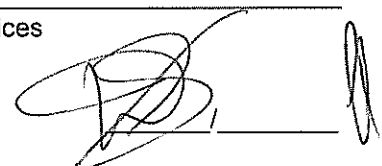
The Contractor shall provide the Company with reports relating to matters specified in any relevant Statement of Work and/or as specified and reasonably requested by the Company from time to time during the Term.

16.2 Format of Reports

The format of each report required shall be as specified in the Statement of Work or as reasonably required by the Company.

16.3 Performance Audit

In addition to the rights the Company has to undertake quality audits under Schedule 8, the Company may, at any time, audit the Contractor's performance in providing any or all of the Services provided under an individual Statement of Work (where appropriate, by examining a sample of the relevant Services) ("Assessment Performance Audit"). The cost of an Assessment Performance Audit will be borne by the Company and, where it is appropriate to undertake a sample of the relevant Services, the sample size of such audit shall be determined in accordance with the relevant principles in Australian



Standard 1199:2003 or its equivalent New Zealand counterpart, as determined by the Company.

17 Confidentiality

17.1 Subject to sub-clause 17.2, the Contractor must not, at any time, without the consent of the Company (which consent the Company can give or withhold, or give subject to conditions, in its sole and absolute discretion), divulge or suffer or permit its personnel to divulge to any person (other than to its personnel who requires such reports, studies, information and data to enable them properly to carry out their duties and the Contractor before making the disclosure ensures that the intended recipient is made fully aware of the confidential nature of the information and the terms of this clause 17 and agrees to be bound by and abide its terms):

(a) any information which may have come to the Contractor's knowledge concerning:

- i. the commercial or financial arrangements or affairs of the other Party;
- ii. the Contract;
- iii. the Project;
- iv. the Services;

(b) any Chorus data; or

(c) any information provided to the Contractor by or on behalf of the Company:

(i) is by its nature confidential, or by the circumstances in which it is disclosed is, or would reasonably be understood to be, confidential; or

(ii) is stipulated to be confidential by the Company,

and ensure that:

(d) all persons who are permitted to receive information observe all of the Contractor's obligations required by the clause 17.1; and

(e) at all times such information remains confidential ("Confidential Information").

17.2 Sub-clause 17.1 will not apply to the disclosure or use of any Confidential Information:

(a) which comes into the public domain (other than as a result of a breach of the Contract) or which is obtainable with no more than reasonable diligence from sources other than the Company; or

(b) which is required to be disclosed by law, any legitimate government process or the listing rules of a public stock exchange (if applicable).

17.3 The Contractor must not issue any press releases, statements or media announcements in relation to the Contract or the Project or Services without the prior written approval of the Company (which approval the Company can give or withhold, or give subject to conditions, in its sole and absolute discretion).

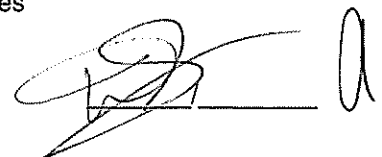
17.4 If requested by the Company, the Contractor must immediately return to the Company, or destroy or delete as the Company directs, all original information and copies which:

(1) are or contain Confidential Information; and

(2) reproduce, are based on, utilise or relate to Confidential Information.

The return, destruction or deletion of any Confidential Information does not relieve the Contractor from any of its obligations under this clause 17.

17.5 Adhere to, and comply with all the obligations contained in the Confidentiality Non-Disclosure Agreement signed by the Company and the Contractor prior to any disclosures contained in this Contract. The executed Non-Disclosure Agreement shall be attached hereto at Appendix 3.

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18 Information provided by the Company

The Company does not warrant, guarantee or make any representation as to the accuracy, completeness or adequacy for the purposes of the Contract of any information provided by the Company prior to the date of the Contract (**Pre-Contract Information**) and the Company will not be liable to the Contractor in connection with the Pre-Contract Information, the provision of the Pre-Contract Information or the non-provisions of any other information by the Company.

19 Intellectual Property and Chorus Data

19.1 Chorus Data

From time to time, the Company will provide the Contractor on a confidential basis with such Chorus Data that the Contractor may reasonably require for the purposes of enabling the Contractor to perform its obligations under this Contract.

19.2 Ownership of records and information

All Chorus Data and all reports, data, databases and other information otherwise acquired, developed or produced by the Contractor directly as a result of providing any of the Services pursuant to this Contract, is and will remain Chorus' property.

19.3 Development of Intellectual Property

Any new Intellectual Property developed by the Contractor as a result of, or being for the sole purpose of, any of the Services ("New Intellectual Property"), will belong to the Company (New Contractor IP) immediately upon its creation. The Company grants to the Contractor a non-exclusive, royalty free licence to use any New Intellectual Property for the purpose of providing the Services (or any similar services) and any other purpose incidental to these purposes. All Intellectual Property rights in records, information reports and data are and will remain vested in the Company and Chorus.

Any pre-existing Intellectual Property belonging to the Contractor, or any Intellectual Property developed outside of this Contract by the Contractor, shall belong to the Contractor ("Contractor IP"). The Contractor shall grant to the Company a non-exclusive, royalty free license to use and sub-licence Contractor IP for the sole purpose of providing the Services under the Contract.

19.4 No rights:

Nothing in this Contract confers on a party any right or interest in, or licence to use, or permit to be used, any of the other party's Intellectual Property except that the Contractor shall have a non-exclusive licence to use the Company's and Chorus' Intellectual Property to the extent required to give effect to this Contract. That licence will expire immediately on the expiry or earlier termination of this Contract.

19.5 Data ownership and protection

Chorus Data is the property of Chorus. Company Data is the property of the Company. The Contractor shall maintain adequate safeguards to protect any Company Data or Chorus Data which the Contractor holds against any destruction, loss, access or alteration and may only use that Chorus Data or Company Data for the sole purpose of carrying out its obligations under this Contract, and then only to the extent necessary, unless prior written authorisation has been given by the Company.

19.6 Maintenance of records

The Contractor must maintain all Chorus Data and Company Data relating to the provision of the Services in good order and condition.

19.7 Return of Records and information

Upon the expiry or earlier termination of this Contract the Contractor will return all Company Data and Chorus Data received in accordance with this Contract in good condition and in a form acceptable to the Company and Chorus together with any other

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records, software or enhancements to software, reports, papers or data or enhancements to data owned by the Company or Chorus and, for the avoidance of doubt, will not take copies.

20 Materials

20.1 Equipment supplied by Company

The Company may, at its discretion, acquire Equipment and subsequently provide it to the Contractor on the following terms and conditions:

- (a) the Contractor agrees to enter into a Hire Purchase Agreement with the Company and to comply with its terms and conditions;
- (b) the provision of the Equipment is for business purposes only;
- (c) repayment provisions are subject to the provisions of Clause 13.8(d) and 13.13;
- (d) the Credit Contracts and Consumer Finance Act 2003 and the Consumer Guarantees Act do not apply; and
- (e) the parties agree that the provision of such Equipment creates a security interest registrable under the PPSA and the Contractor subsequently warrants:
 - (i) that if required it will enter into a General Security Agreement with the Company with respect to the Equipment;
 - (ii) that it will do anything that the Company reasonably requires to ensure that the Company has a perfected interest in its Equipment until the Hire Purchase Agreement has concluded;
 - (iii) it will not, nor will any of its subcontractors register in the Contractor's name, or attempt to register in its name, an interest in any Equipment it has in its possession unless that Equipment has been repaid in full and all debts owing to the Company have been extinguished; and
 - (iv) it will not, nor will any of its subcontractors offer up any of the Equipment as security against the purchase or loan of any other item or money.

20.2 Adequate stocks

The Contractor must at all times maintain adequate stocks of components and spare parts (including Consigned Material and Specified Products) to enable it to provide the Services and meet the Performance Indicators.

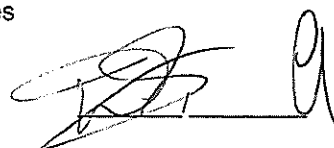
20.3 Use of Specified Products

The Contractor shall use only Specified Products for the provision of the Services. No alternative or substitute products shall be used unless approved in writing by the Company. The most up to date list of Specified Products is set out in Telecom Document No. 11626 "Specified Products and Consigned Materials". The Contractor shall ensure that it retains at all times the latest updated version of this document to which it shall refer for Specified Products.

20.4 Provision of Consigned Material to the Contractor

The Company may make Consigned Materials available to the Contractor on the following basis:

- (a) Consigned Material will be available to the Contractor free of charge;
- (b) The Contractor shall, at its own cost, uplift any Consigned Material that it has ordered pursuant to Clause 20.4(c) from a location or depot that has been designated by the Company;
- (c) Consigned Material shall be ordered by the Contractor in accordance with such procedures as are advised by the Company from time to time. Orders for Consigned Material shall be placed with sufficient lead times to enable delivery on the required date of delivery unless otherwise agreed by the Company;



- (d) the Contractor shall arrange and pay for the timely return of any surplus Consigned Material to the Company;
- (e) delivery of a sufficient quantity of Consigned Material to the correct location within the required time frame is the responsibility of the Contractor;
- (f) property in all Consigned Material shall at all times be retained by the Company;
- (g) the Contractor shall keep all Consigned Material in transit or in its possession fully insured and shall, upon request, provide the Company with evidence of such insurance;
- (h) the Contractor will at all times clearly identify all Consigned Materials in its possession as being the sole property of the Company or Chorus as appropriate;
- (i) risk of loss or damage from any cause whatsoever in relation to Consigned Material shall pass to the Contractor at the time it or its agent or any party contracted by the Contractor takes possession of the Consigned Material from the Company's location or depot as referred to Clause 20.4(b);
- (j) the Contractor shall store all Consigned Materials in secure premises that comply with the relevant Consigned Materials manufacturer's specifications (if any) and best industry practice for the storage of such Consigned Materials.

20.5 Use of Consigned Material

The Contractor shall only use Consigned Material for the purpose of the delivery of the Services under this Contract and shall replace, at its own cost, any Consigned Material that has become lost or damaged or has been used by the Contractor for a purpose other than for the delivery of the Services under this Contract.

20.6 Stocktake Audit

The Company may, at any time, undertake a stocktake of all Consigned Materials in the Contractor's possession ("Stocktake Audit") for the purpose of determining compliance by the Contractor with its obligations under clauses 20.4 and 20.5. The total cost of the Stocktake Audit will be shared equally by the Company and the Contractor, except that, the Contractor shall, at its own cost, provide the Company or a third party appointed by the Company with access to all information, records, personnel and premises, as the Company may reasonably require in order to undertake such an audit.

20.7 Recovery of Consigned Materials

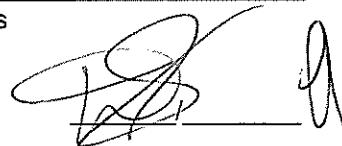
With the prior written approval of the Company's Authorised Representative (or his or her delegate), the Company's employees or agents may enter any premises occupied or owned by the Contractor for the purpose of recovering the Consigned Materials held by the Contractor if:

- (a) the Company believes on reasonable grounds that Consigned Materials may:
 - (i) suffer damage if left in the Contractor's possession; or
 - (ii) be subject to inappropriate use by Contractor Personnel;
- (b) the Contractor has not complied with clause 20.4(j); or
- (c) the Contractor is in default pursuant to clause 23.2.

If the Company exercises its rights under this clause 20.7, it will notify the Contractor as soon as practicable of the Company's decision to recover the relevant Consigned Materials.

20.8 Personal Property Securities Act 1999

- (a) The parties agree that the provision of Consigned Material to the Contractor and or the provision of Equipment pursuant to Clause 20.1 creates a security interest registrable under the Personal Property Securities Act 1999 ("PPSA").
- (b) In this section 20, the terms "perfected", "purchase money security interest", "security interest" and "security agreement" have the meanings given to them in



the PPSA, and this Agreement is a "security agreement" for the purposes of the PPSA.

- (c) The Contractor agrees to do anything that the Company reasonably requires to ensure that the Company has a perfected security interest in all of the Consigned Material and Equipment, and a purchase money security interest in each item of Consigned Material and Equipment
- (d) The Contractor warrants that it will not, nor will any of its subcontractors, register, or attempt to register an interest in any Consigned Material or Equipment that it has in its possession in terms of the PPSA;
- (e) The Company may register a financing statement. The Contractor waives the right to receive a copy of any verification statement confirming registration of a financing statement or financing change statement relating to the security interest created in respect of the Consigned Material and Equipment.
- (f) The Contractor agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this Contract, or the security under this Contract, and the Contractor waives its rights under sections 121, 125, 129, and 131 of the PPSA.

20.9 Quality of materials

Before using any materials in the course of providing the Services, the Contractor shall undertake all reasonable tests and shall take all reasonable steps as are appropriate to ensure that the materials used or supplied by it in the course of providing the Services:

- (a) are of an acceptable quality;
- (b) are:
 - (i) new and unused (except for testing); or
 - (ii) where materials are recovered from the Chorus network for reuse, appropriately refurbished and have been tested;
- (c) are fit for the purpose for which the materials are usually used, for the purposes made known by the Company and for the use to which they proposed to be put by the Contractor; and
- (d) comply with the description given by the Contractor or any manufacturer.

20.10 Title

Title to any equipment, material or other asset supplied within a Service shall pass to the Company free of any security or other adverse interest at the earlier of delivery to the Company, installation into the Chorus network or payment by the Company.

21. Security and Access

21.1 Chorus rules

The Contractor shall at all times ensure that it and the Contractor Personnel and Subcontractors are conversant with and complies with such rules, directions, restrictions and procedures which Chorus may advise to the Company and the Company advises to the Contractor from time to time relating to access to and the use of any Site (including rules concerning security, health and safety, and conduct, and all internal permits and approvals) and any other matter whatsoever which the Company and Chorus considers appropriate from time to time including, but without limitation directions relating to protecting the Chorus network.

21.2 Network Equipment and Site

The Contractor shall at all times ensure that none of the Contractor, Contractor Personnel nor any Subcontractor does, or permits any act, omission, neglect or default which results (whether directly or indirectly) in any interference, hindrance, disruption, damage or destruction to the Site or Network Equipment or their use.

21.3 Access and security



As permitted by Chorus the Company shall provide the Contractor with reasonable access to the Sites (including keys and security cards) deemed by the Company to be necessary for the Contractor to manage and administer the supply of each Service to be carried out and completed by the Contractor relating to that particular Site. The Contractor shall at all times be responsible for the security and safe keeping of all such keys and security cards provided to the Contractor. In particular the Contractor shall ensure that:

- (a) no unauthorised person has access to or knows the location of any such keys or security cards;
- (b) the keys and security cards are not all held together;
- (c) the location of all keys and security cards is monitored at all times;
- (d) an up-to-date register is maintained of all Contractor Personnel and Subcontractors who have keys or cards and a copy of that register is given to the Company at least annually;
- (e) all keys and security cards are stored in a safe and secure place;
- (f) lost or stolen keys are reported to the Company within 24 hours and lost or stolen cards immediately;
- (g) there is no unauthorised copying or retention of any keys or security cards;
- (h) upon request by the Company or Chorus, keys and security cards are provided promptly to any third party in accordance with the Company or Chorus' request; and
- (i) the Contractor, the Contractor Personnel and Subcontractors at all times comply with the rules, directions, restrictions and procedures expressed and implied in the Telecom Security Access Operations Manual, as may be amended from time to time.

For the avoidance of doubt, the Contractor shall meet all the costs of re-securing Sites affected by lost or stolen cards or keys.

21.4 Consent of landowner

The Contractor shall ensure that at all times during the Term all the Services are received, carried out and completed in accordance with Chorus' contractual requirements with any land owner, sublessor, occupier or user of any property used by Chorus. Where the Contractor is in doubt as to Chorus' contractual requirements

with any land owner, lessor, sublessor, occupier or user of any property then the Contractor shall have the onus of requesting such information from the Company. The Company shall advise the Contractor of any change to Chorus' arrangements with any land owner, lessor, lessee, occupier or use of any property as soon as reasonably practicable after such change has been made and notified to it by Chorus.

21.5 No offensive or illegal acts

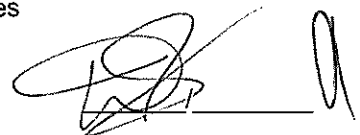
The Contractor shall at all times ensure that none of the Contractor, the Contractor Personnel nor any Subcontractors does, causes or permits any noxious, noisome, offensive or illegal act on any Site or any part thereof, or any act, matter or thing which may be or become or cause annoyance, nuisance, grievance, damage or disturbance to any user, occupier or owner of any adjoining or neighbouring property.

22. Code of Conduct

22.1 Compliance with Code of Conduct

The parties agree that the Contractor and all Contractor Personnel and Subcontractors who complete work for the Company under this Contract will, when completing work on behalf of the Company, be contractually obliged to comply with the Code of Conduct (attached as Schedule 1), as though they were Visionstream employees.

22.2 Training on Code of Conduct



The Contractor acknowledges and agrees that work under this Contract is related to the provision of services for Chorus and the Contractor, the Contractor Personnel and Subcontractors who undertake work under this Contract will be required, as a pre-requisite, to attend the Induction Training course provided by the Company, which may include training on the Code of Conduct, attached hereto as Schedule 1.

23 Default and Termination

23.1 Default notices

If at any time during the Term the Contractor is in default of the observance or performance of any material duty or obligation on the part of the Contractor under this Contract then the Company may issue a default notice to the Contractor in respect of such default ("**Default Notice**").

The Contractor shall within 2 days of the receipt of the Default Notice, or within such other period as agreed between the parties, rectify the default or provide to the Company a plan and timeframe to rectify the default ("**Cure Plan**").

Within 2 days of receiving the Cure Plan the Company shall advise the Contractor if the Cure Plan is acceptable or advise what changes it requires to the Cure Plan.

Once agreed, the contractor must comply fully with the requirements of the Cure Plan.

23.2 Default by the Contractor:

If at any time during the Term:

- (a) the Contractor fails to rectify a default the subject of a Default Notice or fails to implement a Cure Plan,
- (b) execution is levied against any of the Contractor's assets; or
- (c) any steps are taken to place the Contractor into liquidation (whether voluntarily or otherwise) or receivership, or any steps are taken to wind up or dissolve the Contractor except for frivolous or vexatious claims where the Contractor is satisfied that the Contractor is contesting the same in good faith,

then (subject to clause 23.3), the Company may immediately terminate this Contract either in whole or in relation to any Service or Statement of Work in the Company's sole election.

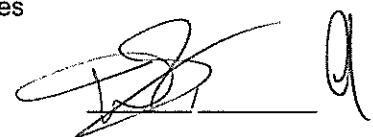
23.3 The Company may remedy default:

Without limiting any of the Company's other rights in relation to a default under this Contract by the Contractor, the Company may in its absolute discretion elect to remedy such default (including by contracting a third party to undertake any Service or Services terminated under clause 23.2) and whenever the Company so elects, all reasonable costs and expenses incurred by the Company in so doing may be deducted from the relevant Service Charges otherwise payable to the Contractor in respect of the Service or Services to be undertaken by a third party and/or at the discretion of the Company, invoiced to the Contractor for immediate payment, provided that the Company shall not require from the Contractor any amount in excess of the total costs and expenses incurred by the Company in remedying such default. Before the Company may exercise its rights under this clause, it must issue a Default Notice to the Contractor in accordance with clause 23.1 unless the Company determines, in its sole discretion, that the default requires more urgent rectification in which case the Company may immediately exercise its rights under this clause.

23.4 Termination by either Party

A party may terminate this Contract on 3 months written notice to the other Party provided that, if the terminating Party terminates this Contract under this clause 23 it shall be liable to the other Party for any costs or expenses that are due and payable to the other Party at the date of termination, to the extent that those costs and expenses cannot be reasonably mitigated by that other Party.

23.5 TERMINATION FOR CAUSE

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Where the Company, following due process, substantiates a serious breach of the terms of this Contract by the Contractor, it may terminate this Contract immediately. Following termination, the Contractor will not be permitted access to any Site and must account to the Company for any Consigned Material, Network Equipment or any other property belonging to the Company prior to any final payments by the Company to the Contractor.

A serious breach includes, but is not limited to:

- (a) any breach whatsoever of the Non-Disclosure Agreement and any other Confidential Information;
- (b) deliberate falsification of payment claims under Clause 5.1(u)
- (c) any breach of any environmental legislation, and health and safety provisions under the Health and Safety at Work Act 2015, together with regulations, as well as approved codes of practice which apply to the Services;
- (d) any illegal act under New Zealand legislation;
- (e) any form of gross misconduct that brings or is likely to bring the Company and/or Chorus into disrepute;
- (f) a breach of Clause 20.7

23.6 The Contractor not released

Any notice served on the Contractor terminating this Contract in whole or in relation to any Service shall not release the Contractor from any liability in respect of the breach or non-observance of any duty or obligation (whether expressed or implied) on the part of the Contractor under this Contract.

24 Assignment and Sub-Contracting

The Contractor shall not assign, novate, mortgage or encumber the whole or any part of this Contract or any Work Pack nor any payment, right or interest thereunder without the Company's prior written approval, such approval not to be unreasonably withheld.

25. Compliance with Statutes

25.1 Compliance with laws

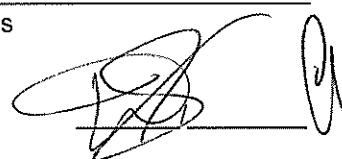
Each party will, in performing its obligations under and in connection with this Contract, comply with all relevant legislation and other laws including, without limitation, the rules, regulations or by-laws of any lawful authority. If changes to any legislation or other laws occur that will have a significant impact on the performance of this Contract, the parties will meet to discuss in good faith these changes and whether any amendments to this Contract are appropriate.

26 Compliance with health, safety and environment


26.1 The Contractor shall have in place environmental, occupational health and safety systems which shall, as a minimum requirement, comply with the principles of management responsibility required by the environmental and occupational health and safety legislation and regulations of New Zealand and other approved codes of practice which apply to the provision of the Services. The Contractor shall comply, and ensure that its employees, agents and subcontractors (if applicable), comply with the provisions of the above systems when performing the Services.

26.2 Where the Contractor or Subcontractor employs staff, or intends to employ staff it must either:

- (a) have in place, implement and operate its own safety programme which it shall submit to the Company for approval, and which is compliant with all relevant legislation, or:



- (b) implement the Company's Health, Safety and Environmental Management Plan ("HSE Plan") by executing the "Visionstream Management System Agreement" (VS-SC-FRM-016).
- 26.3 In having its environmental, occupational health and safety system pursuant to Clause 26.1 in place, the Contractor shall submit the program that it has developed under Clause 26.2(a) for approval by the Company. For the avoidance of doubt, such programs must, as a minimum, contain the following features
- (a) provide systems and procedures for the identification and elimination of existing and potential hazards in the workplace and work environment and for the development of appropriate control measures;
 - (b) identify the training and experience of the Contractor Personnel and Subcontractors who will perform the Services and the supervision arrangements for the Contractor Personnel;
 - (c) provide systems and procedures for monitoring the compliance of the Contractor Personnel and Subcontractors;
 - (d) identify equipment to be used and the procedures for dealing with on-site emergencies;
 - (e) provide information which the Contractor provides to the Contractor Personnel and Subcontractors relating to existing and potential hazards in the workplace, safe working practices, safety equipment and emergency procedures.
- 26.4 The Contractor:
- (a) shall ensure that information on safety and environment is conveyed to the Contractor's Personnel and Subcontractors and is implemented;
 - (b) shall retain, implement and maintain management systems to achieve the environment and safety outcomes required by any legislation, or this Contract;
 - (c) shall, before commencing the Services, thoroughly brief all of its Contractor Personnel and Subcontractors on safe work practices and their environmental and occupational health and safety obligations and responsibilities, in accordance with applicable legislative and other requirements, and equip them with any necessary protective clothing or personal protective equipment;
 - (d) shall make available its health and safety program to the Company for auditing purposes and comply with any reasonable recommendations required by the Company. For the avoidance of doubt, if such compliance (in aggregate) causes the Contractor to incur material costs, then the Company will pay such costs (except where that compliance is required solely to remedy any breach of the Contractor's legal obligations under this clause);
 - (e) warrants that it has read and fully understood its obligations under the HSE Plan, particularly with respect to the risk management provisions which will apply and are contained in Section 4 of the Plan;
 - (f) warrants that, where prior to commencing the Services on **hazardous sites**, it will ensure that
 - (i) a general hazard identification and risk assessment and control process will be undertaken and documented in relation to the Services;
 - (ii) a job specific hazard identification and risk assessment will be undertaken and documented at each place where the Services will be performed to ensure that the hazards are identified and appropriately controlled (whether naturally occurring or otherwise) which may give rise to occupational health and safety or environmental risks; and,
 - (iii) records of risk assessments shall be made available to the Company upon request.
 - (g) shall, upon the occurrence of **an accident or incident**:



- (i) notify the Company immediately on becoming aware of any safety accident or incident which had the ability to have resulted in an accident (including without limitation and irrespective of seriousness any injury or near miss incident) relating to the provision of the Services which is relevant to the Health and Safety at Work Act 2015;
- (ii) immediately on becoming aware of any serious harm notify Worksafe NZ;
- (iii) notify the Company immediately on becoming aware of any environment accident or incident which had the ability to have resulted in an accident (including without limitation and irrespective of severity of the environmental impact) relating to the provision of the Services;
- (iv) assist in or carry out any reasonable subsequent investigation relating to that accident, as and when reasonably required by the Company;
- (v) provide the Company with a copy of any report which the Contractor is required to make to a public authority in relation to any accident or near miss incident which is associated with performance of the Services; and
- (vi) provide training to the Contractor Personnel and Subcontractors involved in the performance of this Contract in relation to environmental, health and safety matters.

26.5 Any breach of the health and safety management system or HSE Plan shall be deemed a default and be subject to the provisions of Clause 23.2.

26.6 Compliance with Civil Defence Emergency Management Act

The Contractor must support the Company and Chorus in meeting Chorus' obligations under the Civil Defence Emergency Management Act 2002 ("CDEM Act") in all relevant respects in performing its obligations under, or in connection with, this Contract. Without limiting the foregoing, the Contractor will:

- (a) comply with any Chorus or Company civil defence, continuity, disaster recovery, and crisis management programmes notified to it, or of which it is aware;
- (b) assist the Company and Chorus in the planning of, and take part in, crisis exercises when requested by the Company and Chorus; and
- (c) ensure that all Contractor Personnel have, and maintain, the capability to support Chorus through emergencies so that Chorus can meet its obligations under the CDEM Act.

26.7 Compliance with privacy legislation

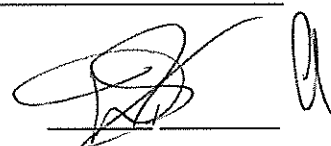
The Contractor shall comply with all the requirements of the Privacy Act 1993 (and Telecommunications Information Privacy Code 2003 as applicable) to the extent it is relevant to the Company's data or Chorus Data or the provision of the Services. The Contractor will hold all of the Company's Data and Chorus Data solely as agent for the purposes of the Privacy Act 1993.

27. Quality

27.1 The Contractor shall submit a Quality Plan which meets the requirements of ~~AS/NZS~~ ISO 10005:2006 or other form acceptable to the Company, for approval before it commences any work under this Contract. ~~Periodically~~ throughout the Contract the Contractor shall submit to audits of its Quality Plan and processes as may be required of it by the Company to determine that it is carrying out the Services in accordance with the Quality Plan.*

* Strike out if subscribing to Visionstream Quality jurisdiction and processes, in which case Clause 27.2 shall apply.

27.2 The Contractor hereby agrees to submit to the Company's quality jurisdiction, principles and processes. The Contractor shall thoroughly familiarise itself with the process controls in relation to the Contractor's aspect of the Services and carry out those works in accordance with the specified requirements. The Company shall provide a briefing on the process controls to the Contractor's nominated contact in respect of quality matters



indicating the restrictions (if any) placed upon the Contractor in relation to the requirements. The Contractor shall carry out the Services strictly in accordance with the specified requirements and do whatever is necessary to ensure compliance.

27.3 Without limitation, the Contractor shall perform any necessary action reasonably required of the Contractor by the quality plan or by direction of the Company to achieve and maintain compliance with the plan and shall document that compliance and meet audit criteria as may be specified in the plan. Any rectification work shall be completed at the cost of the Contractor. The Subcontractor shall also do those things which are requested by the Company to enable the Company to meet its obligations to Chorus under the quality procedures detailed in Schedule 8.

27.4 Performing the Services in accordance with the Company process control documents shall not in anyway relieve the Contractor of it's obligation to perform the Services in accordance with all the provisions of the Contract.

27.5 Rectification and monitoring

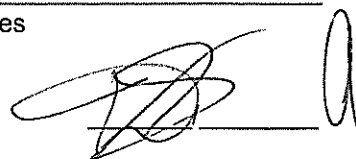
As part of the Contractor's quality management system under clause 27, the Contractor must:

- (a) repair defective work and comply with the directions of the Company's Representative that defective work and damage to property be rectified during the Term,
- (b) ensure that the Contractor maintains rigorous internal systems that ensure that the Contractor consistently complies with all its obligations under the Contract; and
- (c) be subject to compliance monitoring in accordance with Schedule 8 on a sampling basis, as a check on the Contractor's compliance with its obligations under the Contract.

27.6 The Company's compliance audit

If the Company's Representative observes defects or damage while conducting a compliance audit in accordance with Schedule 8, any of the following consequences may result:

- (a) the Company's Representative may instruct the Contractor to rectify the defects, or the damage actually observed under the provisions set out in clause 27.5;
- (b) the observed defects or damage may indicate a deficiency, or deficiencies, in the Contractor's quality management system set out in clause 27. In this case, the Company's Representative may require the Contractor to formulate a plan to rectify the deficiencies in the Contractor's quality management system;
- (c) where the Contractor's plan does not demonstrate effective rectification of the observed deficiency, the Company's Representative may arrange, at the Contractor's cost:
 - (i) an inspection of a sample of the batch, or batches, in which the systems failure has been evident; and/or
 - (ii) an audit of the Contractor's quality management system to identify the systemic failures;
- (d) despite the Company's Representative inspecting, or auditing the Contractor's quality management system or samples of work, the Contractor will itself continually audit its own work and quality plan and improve its practices and procedures to ensure all work it considers complete strictly complies with all the requirements of the Contract; and/or
- (e) if an audit is carried out to check or review the rectification of defects, deficiencies or damage previously identified by the Company under this clause, the costs of such audit will be certified by the Company's Representative as moneys due from the Contractor to the Company and may be deducted from any money payable or to become payable from the Company to the Contractor.

A handwritten signature, possibly reading 'S. B.', is written over a horizontal line. To the right of the signature are the initials 'A'.

28. Force Majeure

28.1 No default: Subject to this section 28, no party will be deemed to be in default or breach of this Agreement to the extent that a Force Majeure Event affects that party.

28.2 Force Majeure Notice: If a Force Majeure Event affects a party (the "**Affected Party**"), then that party will, within three business days of it becoming aware of the occurrence of that Force Majeure Event, serve written notice on the other party (a "**Force Majeure Notice**") specifying:

- (a) the nature of the Force Majeure Event;
- (b) the obligations of the Affected Party that have been rendered impossible or illegal to perform, or which the Affected Party is prevented from performing or complying with (the "**Affected Obligations**");
- (c) the extent to which the Force Majeure Event renders it impossible or illegal for the Affected Party to perform, or prevents the Affected Party from performing or complying with, the Affected Obligations (the "**Precluded Extent**");
- (d) the reasons why the Affected Party considers that the occurrence of the Force Majeure Event renders it impossible or illegal to perform, or prevents the Affected Party from performing or complying with the Affected Obligations to the Precluded Extent; and
- (e) the expected duration of any delay arising directly out of the occurrence of the Force Majeure Event.

28.3 Objection to Force Majeure Notice: If a party that receives a Force Majeure Notice does not consider that a Force Majeure Event has occurred in relation to the Affected Party, it may:

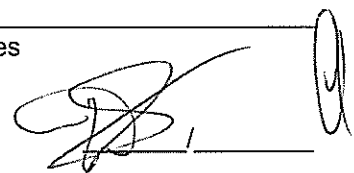
- (a) refer the matter to dispute resolution under section 29 within 5 business days of receiving that Force Majeure Notice; or
- (b) exercise such other rights available to it under this Agreement.

28.4 Effect of Force Majeure Notice: If the Affected Party complies with clause 28.2 then, subject to the outcome of any dispute resolution proceedings:

- (a) the Affected Party's obligation to comply with or perform the Affected Obligations will be suspended to the Precluded Extent, for the time (the "**Period of Suspension**");
 - (i) it continues to be impossible or illegal to perform the Affected Obligations; or
 - (ii) the Affected Party is prevented from complying with or performing those Affected Obligations as a direct result of that Force Majeure Event; and
- (b) from the date of service of the Force Majeure Notice each party's obligation to perform any obligations dependent on the Affected Obligations (including any payment obligations directly referable to the Affected Obligations) will be suspended until the Affected Party can resume full performance of its obligations.

28.5 Mitigation or avoidance: During the Period of Suspension:

- (a) the Affected Party will use all commercially reasonable endeavours to avoid or mitigate the effect of it being prevented from complying with or performing its Affected Obligations;
- (b) where the Affected Party is the Contractor, the Contractor will give at least the same priority in responding to a Force Majeure Event under this Agreement as it gives under any other agreement to which it is party or as it otherwise gives to any of its other areas of business, subject to complying with relevant Laws; and



- (c) each party will agree such reasonable arrangements with the other party, that both parties believe to be prudent to avoid or mitigate the Affected Party's inability to perform the Affected Obligations.

28.6 **Interpretation:** For the purposes of this section 28, the following terms shall have the following meanings:

business day means any day of the year other than a Saturday, a Sunday, a New Zealand public holiday or relevant provincial anniversary day;

Change in Law means any change in Law;

Force Majeure Event means an event or circumstance beyond the reasonable control of a party which makes it impossible or illegal to perform, or prevents compliance with or the performance of, that party's obligations under this Agreement, including:

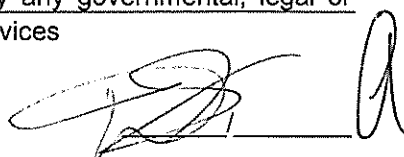
- (a) fire, floods, storms, tempest, earthquake or other act of God;
- (b) any act of a public enemy, war, riot, act of civil or military authority;
- (c) nuclear, chemical or biological contamination;
- (d) any act of a third party (not being an employee, agent or Subcontractor of that party) engaged in subversive or terrorist activity or sabotage;

but does not include an event to the extent that:

- (e) the effect of that event could have been substantially prevented, avoided or overcome or mitigated by:
 - (i) implementation of any: (A) contracted business continuity or disaster recovery service; or (B) contingency plans agreed between the parties; or (C) contingency plans which a party has represented it has in place;
 - (ii) exercising a reasonable standard of care; or
 - (iii) using information provided by the other party, or information which is reasonably available and accessible in the public domain and to which a reasonable party would have regard in the ordinary course of business or in undertaking usual business continuity planning;
- (f) if and to the extent it is an event which this Agreement expressly identifies as one for which the party affected is or was directly responsible by expressly cross referencing this clause and stating that it shall not constitute a Force Majeure Event in circumstances that would otherwise constitute a Force Majeure Event;
- (g) that event is constituted or caused by any failure of a Subcontractor or supplier of the party seeking to rely on section 28 of the Agreement unless and to the extent that the Subcontractor or supplier was itself affected by an event which, if it occurred in relation to either party, would have been a Force Majeure Event;
- (h) that event is constituted or caused by the insolvency of either party or a Subcontractor or supplier of the party seeking to rely on section 28 of the Agreement or lack of funds for any reason; or
- (i) that event is constituted by a Change in Law;

Law means:

- (j) any statute, regulation, by law, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (k) the common law and the law of equity as applicable to the parties from time to time;
- (l) any binding court order, judgment or decree;
- (m) any applicable industry code, policy or standard enforceable by law; or
- (n) any applicable direction, policy, permission, consent, licence rule or order that is binding on a party and that is made or given by any governmental, legal or



regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to this Agreement, including all applicable district or regional plans, district council bylaws, district council codes of practice and development manuals for roading and New Zealand Transport Agency guidelines and standards.

29 Disputes

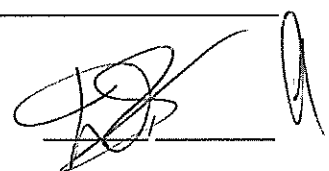
- 29.1 If a dispute or difference arises in relation to any matter relevant to this Contract including any Purchase Order, the Party requiring the dispute or difference to be resolved must, within 10 Business Days of the occurrence of the event leading to the dispute, give notice to the other Party of the dispute or difference along with sufficient particulars in order for the other Party to understand the facts and likely quantum of the dispute.
- 29.2 Following receipt of the notice under clause 29.1, the Company's Authorised Representative and the Contractor's Representative must, within a further 10 Working days of the receipt of the notice in 29.1, enter into negotiations with a view to resolving the dispute.
- 29.3 The Parties may agree for the dispute to be referred or elevated to other representatives of the Parties, and also may agree upon an alternative dispute resolution procedure to resolve the dispute, such as mediation or expert determination, but no Party may commence litigation with respect to a dispute prior to 90 days following the issue of a notice under clause 29.1 in respect of the dispute.

30 Release

Upon completion or termination of the Services and prior to the final payment to the Contractor, the Contractor shall fully release and discharge the Company and its respective employees and agents from and against all claims, demands and causes of action and proceedings of every kind and nature which the Contractor may or might have had or might assert to have. Acceptance of the final payment by the Contractor shall be deemed to include such release and discharge.

31 Miscellaneous


- 31.1 In this Contract, except where the context otherwise requires:
- (a) a reference to any party includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking by way of novation;
 - (b) a reference to any legislation or to any section or provision of it includes any statutory modification or re-enactment or any statutory provision substituted for it and all ordinances, by-laws, regulations, rules and other statutory instruments (however described) issued under it;
 - (c) a reference to the Contract includes all exhibits, schedules or annexures to the Contract;
 - (d) where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
 - (e) a reference to '\$' or 'dollar' is to New Zealand currency;
 - (f) if the day on or by which any thing is to be done under the Contract is not a Business Day (meaning any day other than a Saturday, Sunday or public holiday in which banks in New Zealand are open for business) that thing must be done:



- (i) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
 - (ii) in all other cases, no later than the next Business Day;
 - (g) words defined in any other document forming part of the Contract will have the corresponding meaning in the other documents forming the Contract; and
 - (h) the Contract or any part of it may not be construed adversely to a party on the ground that it was responsible for the preparation or drafting of the Contract or that part of it.
- 31.2 Where provisions is made for the giving or issuing of approvals, certificates, consents, determinations, notices and request, these communications shall be:
- (a) in writing and delivered by hand, sent by mail or courier, or transmitted using systems of electronic transmission which may be agreed by the parties from time to time; and
 - (b) deliver, sent or transmitted to the address for the recipient's communications as stated in the Contract.
- 31.3 The Contract shall be governed by the laws of New Zealand.
- 31.4 This Contract and any Purchase Order may only be varied or replaced by a Contract duly executed by the parties and a provision of or right created under the Contract or any Purchase Order may not be waived, except in writing signed by the party giving the waiver.
- 31.5 If the whole or any part of a provision of the Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This sub-clause has no effect if the severance alters the basic nature of the Contract or is contrary to public policy.
- 31.6 A failure to exercise or a delay in exercising any right, power or remedy under this Contract does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- 31.7 This Contract contains the entire Contract between the parties and no regard shall be had to any prior dealings. Any terms that may have been attached or embodied in the Contractor's tender or offer or other correspondence are deemed to have been withdrawn in favour of the terms staged in this Contract.

EXECUTION

(Execution by Agreement Instrument)

A handwritten signature in black ink, consisting of a stylized 'V' followed by a series of loops and a final vertical stroke.

ANNEXURE 1 – CONTRACT PARTICULARS**Parties (Clause 1)**

- (a) Contractor Name: FABRIL SOLUTIONS LIMITED
- (b) Contractor Address: 23 Olsen Avenue, Hillsborough, Auckland
- (c) Company Name: Visionstream Pty Limited
- (d) Company Address: 8 Hereford Street, Freemans Bay, Auckland 1011

Term of Contract (Clause 2)

The Contract is to remain in force for the period specified below. The contract will automatically roll over into a further 12 month term after 30 June 2017 and following that, on the 30th of June each year as set out in clause 2.3, unless terminated prior:

Term of Contract: 10 months more or less with anniversary date 30 June 2017

Commencement Date: 29 September 2016

Company's Authorised Representative: Andrew Todd

General Description of the Services to be Provided (Clause 4)

Field Services as per the relevant Statement of Work

Contractor's Authorised Representative: Siddhant Dora

Insurance (Clause 12)

Minimum limit of cover for:

- | | | |
|-----|--|---|
| (a) | Public Liability Insurance: | \$5 million per occurrence /
\$10 million for civil contractors only |
| (b) | Professional Indemnity Insurance: | \$5.0m only required for professional services such as design Not required |
| (c) | Contract Works | \$100,000 minimum required for civil contractors where work is of significant value Not required |
| (d) | Insurance of Employees | The Contractor shall be liable for payment of levies to the Accident Compensation Corporation (ACC) in accordance with the Accident Compensation (AC) Act 2001. |

***Payment Terms (Clause 13)**

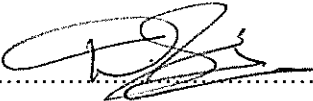
Monthly basis:	
Time for making payment claims:	The last Business Day of the month. Services provided on the last Business Day of the month should be included in the following month's payment claim
Period for payment:	Payment will be made 30 calendar days from the end of invoice month. The Contractor agrees to the Company issuing BCTIs.

* Payment terms may be changed by the Company after having given 90 days written notice to the contractor

Defects Liability Period (CI 14.1): 24 months from date of completion of the particular works

ANNEXURE 2 – ACCEPTANCE OF SCHEDULES AND STATEMENTS OF WORK

I acknowledge that a full set of the following Schedules and Statements of Work have been provided to and accepted by **FABRIL SOLUTIONS LIMITED**

.......... (Signature)

SCHEDULES:

1. CODE OF CONDUCT
2. RATES AND PRICES
3. CUSTOMER SERVICE, BRAND & PRESENTATION GUIDELINES
4. REPORTING – NOT USED
5. TRAINING AND QUALIFICATIONS
6. KPI SYSTEM – PERFORMANCE MEASUREMENT
7. TOOLS AND EQUIPMENT
8. QUALITY
9. NGA CPPC codes description
10. NGA SOW Codes

APPENDICES:

1. HEALTH, SAFETY AND ENVIRONMENTAL PLAN
2. CONTRACTOR RATING SYSTEM
3. TRAINING AND COMPETENCY MATRIX

STATEMENTS OF WORK

GLOSSARY AND INTERPRETATION

~~PROVISIONING SERVICES~~

~~PROACTIVE MAINTENANCE – SYSTEM REHABILITATION~~

~~PROACTIVE MAINTENANCE – OTHER SERVICES~~

~~REACTIVE MAINTENANCE – OUTSIDE PLANT~~

~~REACTIVE MAINTENANCE – INSIDE PLANT~~

~~BUILD SERVICES~~

~~CABLE LOCATION SERVICES~~

~~NETWORK MAINTENANCE ROUTINE SERVICES~~

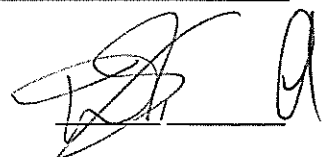
~~PROACTIVE MAINTENANCE – FIBRE ROUTE SURVEY SERVICES~~

~~FIBRE TO NODE SERVICES~~

~~ASAM TO ISAM MIGRATION SERVICES~~

NGA CPPC codes description

NGA SOW Codes



SIGNED by (name in block letters)

Siddhantha Doma.....

as authorised representative for **FABRIL
SOLUTIONS LIMITED** in the presence of:

Signature of witness

Albie Creech.....

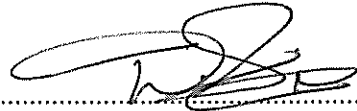
Name of witness (block letters)

8. Meaford Sh. ALA.....

Address of witness

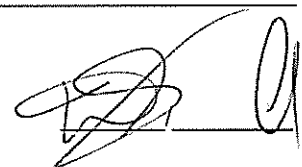
Commercial Contracts.....

Occupation of witness



(Signature of authorised representative)

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of **FABRIL SOLUTIONS LIMITED**

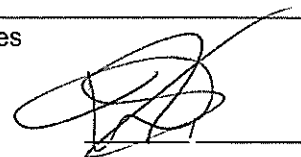



SCHEDULE 2 - RATES

Code		Description	Rate
Fibre Provisioning Codes			
NGA-701	Single	Code NGA-701 Scope NGA Install – Full Scope	\$47.45
NGA-702	Single	Code NGA-702 Scope NGA Install – Half Scope	\$41.61
NGA-711	Single	Code NGA-711 Provision NGA at Greenfield's Premise	\$220.38
NGA-713	Single	Code NGA-713 Provision NGA School Connection	\$131.64
NGA-714	Single	Code NGA-714 NGA Cancellation on Arrival	\$40.58
NGA-790	Single	Code NGA-790 Installation of ONT & Network Connection	\$173.43
NGA-791	Single	Code NGA-791 Install Composite Cable	\$70.38
NGA-750	Single	Code NGA-750 Premise Networking – Site Visit	\$22.37
NGA-751	Single	Code NGA-751 – Install an additional or Relocate ONT	\$143.20
NGA-752	Single	Code NGA-752 - Install Ethernet Jack Point	\$57.40
NGA-753	Single	Code NGA-753 - Install simple CPE standard	\$66.53
NGA-754	Single	Code NGA-754 - Install complex CPE standard (Business)	\$178.63
NGA-755	Single	Code NGA-755 - Small Enclosure	\$75.17
NGA-756	Single	Code NGA-756 - Medium Enclosure	\$204.02
NGA-762	Single	Code NGA-762 - Migrate POTS to VOIP for existing NGA Connections	\$59.24
Fibre Build Codes			
NGA-a03	Single	Code NGA-a03 - Install equipment rack	\$1510.85
NGA-a04	Single	Code NGA-a04 - install small router or switch into any roadside cabinet, exchange equipment rack or enclosed cabinet	\$187.96
NGA-a11	Single	Code NGA-a11 - install optical in line attenuator drawer	\$585.58
NGA-a12	Single	Code NGA-a12 - install mint shelf	\$1300.25
NGA-a14	Single	Code NGA-a14 - install ofdf tie cables up to 24 fibres (single mode)	\$1658.78
NGA-A16	Single	Code NGA-A16 – Fibre Transmission Connection Per Site – (Connectorised)	\$215.29
NGA-A16A	Single	Code NGA-A16A – Install PON Splitter	\$244.37
NGA-a17	Single	Code NGA-a17 - fibre transmission connection (pdh, sdh, dwdm, ethernet) per site	\$207.81
NGA-a17a	Single	Code NGA-a17a - installation of optical in line attenuator	\$287.10
NGA-a17c	Single	Code NGA-a17c - fibre transmission (rq) relinquishment (pdh, sdh, dwdm, ethernet) per site	\$175.88
NGA-a19	Single	Code NGA-a19 - fibre reservation	\$0.00
NGA-b04	Single	Code NGA-b04 - install, replace or expand a cable terminal on an existing pole	\$515.66
NGA-b05	Single	Code NGA-b05 - regroup a cable terminal, building terminal, rig or distribution point	\$539.08
NGA-b06	Single	Code NGA-b06 - install road crossing from an RBI or UFB Network	\$980.22
NGA-b07	Single	Code NGA-b07 - supply and supervise installation of new ducts and bdd pits from one or more units within an industrial/commercial building to the property boundary	\$366.06
NGA-b08	Single	Code NGA-b08 - install new manhole and lids in roadway	\$1494.20
NGA-b09	Single	Code NGA-b09 - install new manhole and lids in footway or berm	\$1285.62
NGA-b10	Single	Code NGA-b10 - install small pit and lid less than dimensions of 1200mm	\$410.37
NGA-b16	Single	Code NGA-b16 - install new poles and changeover plant	\$849.75
NGA-b17	Single	Code NGA-b17 - dismantle terminal or building frame from network	\$181.10
NGA-b18	Single	Code NGA-b18 – school leadin documentation	\$0.00
NGA-B19	Single	Code NGA-B19 - Install Hand Hole	\$84.48
NGA-b22	Single	Code NGA-b22 - I2 traffic management (berm)	\$354.57
NGA-b23	Single	Code NGA-b23 - I2 traffic management (road)	\$763.25

NGA-c03	Single	Civil berm	Code NGA-c03 - install roadside equipment cabinet – passive/cross connect (any cabinet type)	\$2,710.64
NGA-c04	Per meter	Civil berm	Code NGA-c04 - duct in grass	\$28.89
NGA-c04a	Per meter	Civil berm	Code NGA-c04a - duct in footpath (seal)	\$89.50
NGA-c04b	Per meter	Civil berm	Code NGA-c04b - duct in roadway	\$103.18
NGA-c04c	Per meter	Civil berm	Code NGA-c04c - duct - thrusting	\$36.10
NGA-733	Per meter	Civil berm	Code NGA-733 Install Surface Mounted Service Conduit	\$5.65
NGA-734	Single	Civil berm	Code NGA-734 Connect Microduct and install Fibre ETP	\$41.55
NGA-735	Single	Aerial	Code NGA-735 Extend Communal Pole Infrastructure (ABF)	\$131.30
NGA-736	Single	Aerial	Code NGA-736 Extend Communal Pole Infrastructure (Aerial Fixed Fibre)	\$624.09
NGA-703	Single	Aerial	Code NGA-703 Install Aerial Lead in (1 Span)	\$101.11
NGA-705	Single	Aerial	Code NGA-705 Span Rate For Aerial Provisioning (>1 Span)	\$27.13
NGA-707	Single	Haul	Code NGA-707 Haul Fixed Fibre or Ruggedised Through Communal Network To Boundary	\$85.96
NGA-741	Single	Haul	Code NGA-741 Haul Service Lead From End of Communal Network to Fibre ETP Location	\$87.16
NGA-745	Per meter	Haul	Code NGA-745 Extra Rate for Hauling From End of Communal Network to Fibre ETP Location in Excess of 30 metres	\$1.39
NGA-c12	Per meter	Haul	Code NGA-c12 - Haul through existing empty ducts	\$1.90
NGA-c12a	Per meter	Haul	Code NGA-c12a - Overhaul through ducts containing existing network	\$2.48
NGA-c12b	Per meter	Haul	Code NGA-c12b - haul subduct through existing ducts	\$3.28
NGA-c12c	Per meter	Haul	Code NGA-c12c - haul extra subduct through existing ducts	\$2.96
NGA-c12d	Single	Haul	Code NGA-c12d - fibre loops in manholes	\$122.10
NGA-706	Single	Blow	Code NGA-706 Blow fibre through 5mm tube From FFP or ABFAT to Fibre ETP	\$80.46
NGA-c12g	Per meter	Blow	Code NGA-c12g - blow air blown fibre cable through Microducts	\$1.40
NGA-c12ga	Per meter	Blow	Code NGA-c12ga - blow air blown fibre cable through Microducts	\$1.32
NGA-c12h	Single	Blow	Code NGA-c12h - air blown fibre loops in manholes	\$173.72
NGA-c12M	Single	Civil berm	Code NGA-c12M - joint single-Way Microduct	\$46.59
NGA-c12i	Single	Civil berm	Code NGA-c12i - joint 2-4 way Microduct	\$47.12
NGA-c12j	Single	Civil berm	Code NGA-c12j - joint 5-7 way Microduct	\$51.60
NGA-c12L	Single	Civil berm	Code NGA-c12L - joint 8-12 Way Microduct	\$56.07
NGA-c12k	Single	Civil berm	Code NGA-c12k - joint 13-26 way Microduct	\$65.02
NGA-c14	Single	Fibre	Code NGA-c14 - joint fibre cables (1-12 splices)	\$280.37
NGA-c14.1	Single	Fibre	Code NGA-c14.1 - joint fibre cables (13-24 splices)	\$480.96
NGA-c14.2	Single	Fibre	Code NGA-c14.2 - joint fibre cables (25-48 splices)	\$783.93
NGA-c14.3	Single	Fibre	Code NGA-c14.3 - joint fibre cables (49-96 splices)	\$1,238.28
NGA-c14.4	Single	Fibre	Code NGA-c14.4 - joint fibre cables (97-144 splices)	\$1,798.07
NGA-c14.5	Single	Fibre	Code NGA-c14.5 - joint fibre cables (145-216 splices)	\$2,460.35
NGA-c14.6	Single	Fibre	Code NGA-c14.6 - joint fibre cables (217-312 splices)	\$3,116.67
NGA-c14a	Single	Fibre	Code NGA-c14a - install a fibre closure	\$148.34
NGA-R01	Single	Civil Inside	Code NGA-R01 - Inside Boundary Mobilisation (Civils)	\$0.00
NGA-D01	Per meter	Civil Inside	Code NGA-D01 - Inside Boundary Trenching - Base Rate	\$20.80
NGA-D02	Per meter	Civil Inside	Code NGA-D02 - Inside Boundary Trenching - Slot Trenching – Soft Surface	\$20.80
NGA-D03	Per meter	Civil Inside	Code NGA-D03 - Inside Boundary Trenching - Slot Trenching – Hard Surface	\$40.32
NGA-E01	Per meter	Civil Inside	Code NGA-E01 - Inside Boundary Drilling & Thrusting – Base Rate	\$35.80
NGA-G01	Per Sq meter	Civil Inside	Code NGA-G01 – Inside Boundary Reinstatement - Seal & Chip Seal	\$75.88
NGA-G02	Per Sq meter	Civil Inside	Code NGA-G02 – Inside Boundary Reinstatement - Concrete	\$139.95
NGA-G03	Per Sq meter	Civil Inside	Code NGA-G03 – Inside Boundary Reinstatement - Concrete Aggregate	\$128.81

NGA-G04	Per meter	Civil Inside	Code NGA-G04 – Inside Boundary Reinstatement - Gravel	\$11.99
NGA-G05	Per meter	Civil Inside	Code NGA-G05 – Inside Boundary Reinstatement - Rock	\$31.44
NGA-G06	Per meter	Civil Inside	Code NGA-G06 – Inside Boundary Reinstatement Gardens & Decorative Areas	\$2.92
NGA-MC21	Single	Civil Inside	Code NGA-MC21 Inside Boundary Locate, Dig & Repair Blocked or Damaged Duct	\$113.84
NGA-757	Single	Design	Code NGA-757 Network/Cable route plan - Non MDU	\$0.00
NGA-757a	Single	Design	Code NGA-757a Network/Cable route plan - Class 1 MDU/ROW 2-5	\$0.00
NGA-757b	Single	Design	Code NGA-757b Network/Cable route plan - Class 2 MDU/ROW 6-12	\$0.00
NGA-757c	Single	Design	Code NGA-757c Network/Cable route plan - Class 3 MDU/ROW 13-48	\$0.00
NGA-757d	Single	Design	Code NGA-757d Network/Cable route plan - Class 4 MDU/ROW 49+	\$0.00
NGA-758	Single	MDU	Code NGA-758 Mobilisation - Non MDU	\$33.56
NGA-758a	Single	MDU	Code NGA-758a Mobilisation - Class 1 MDU/ROW 2-5	\$59.66
NGA-758b	Single	MDU	Code NGA-758b Mobilisation - Class 2 MDU/ROW 6-12	\$74.57
NGA-758c	Single	MDU	Code NGA-758c Mobilisation - Class 3 MDU/ROW 13-48	\$261.74
NGA-758d	Single	MDU	Code NGA-758d Mobilisation - Class 4 MDU/ROW 49+	\$575.37
NGA-759	Single	Design	Code NGA-759 Records & Completion - Non MDU	\$0.00
NGA-759a	Single	Design	Code NGA-759a Records & Completion - Class 1 MDU/ROW 2-5	\$0.00
NGA-759b	Single	Design	Code NGA-759b Records & Completion - Class 2 MDU/ROW 6-12	\$0.00
NGA-759c	Single	Design	Code NGA-759c Records & Completion - Class 3 MDU/ROW 13-48	\$0.00
NGA-759d	Single	Design	Code NGA-759d Records & Completion - Class 4 MDU/ROW 49+	\$0.00
NGA-la14a	Single	MDU	Code NGA-la14a – Install Building Cabling and/or Microduct	\$8.58
NGA-la14b.1	Single	MDU	Code NGA-la14b.1 – Install Support System for Cable And/Or Microduct Standard Capping	\$11.39
NGA-la14b.2	Single	MDU	Code NGA-la14b.2 – Install Support System for Cable And/Or Microduct Architrave Capping	\$16.83
NGA-la14b.3	Single	MDU	Code NGA-la14b.3 – Install Support System for Cable And/Or Microduct Catenary wire	\$9.93
NGA-la14b.4	Single	MDU	Code NGA-la14b.4 – Install Support System for Cable And/Or Microduct Cable Tray	\$71.80
NGA-la14b.5	Single	MDU	Code NGA-la14b.5 – Install Support System for Cable And/Or Microduct uPVC conduit	\$8.59
NGA-ic14a.1	Single	Fibre	Code NGA-ic14a.1 – Install Fibre Access Terminal Budi	\$229.15
NGA-ic14a.2	Single	Fibre	Code NGA-ic14a.2 – Install Fibre Access Terminal GPX	\$495.34
NGA-760	Single	Civil berm	Code NGA-760 – Standard Lateral	\$288.03
NGA-761	Single	Civil berm	Code NGA-761 – Standard Lateral Extra Rate for additional tubes	\$13.61
Consumables by Set Variation				
NGA-MA03	Single	Material	Code NGA-MA03 - DC power supply for A03 MAR inclusive of a minimum ten MCB's. " Provide FUSE PANEL 20 circuit 19" where required	\$1,935.62
NGA-MA14	Single	Material	Code NGA-MA14 - 24 fibre cable tie	\$79.66
NGA-MB07	Single	Material	Code NGA-MB07 - 6 metre duct length	\$33.68
NGA-MB08.1	Single	Material	Code NGA-MB08.1 - Aluminium Manhole and lid 1.2x0.6x0.7	\$2,709.97
NGA-MB08.2	Single	Material	Code NGA-MB08.2 - Aluminium Manhole and lid 1.2x1.2x0.7	\$4,826.31
NGA-MB08.3	Single	Material	Code NGA-MB08.3 - Aluminium Manhole and lid 2.1x1.2x0.7	\$5,726.16
NGA-MB08.4	Single	Material	Code NGA-MB08.4 - Aluminium Manhole and lid 2.1x1.2x1.2	\$5,159.86
NGA-MB08.5	Single	Material	Code NGA-MB08.5 - Concrete Manhole with lids 1.2x0.6x0.6	\$2,474.74
NGA-MB08.6	Single	Material	Code NGA-MB08.6 - Concrete Manhole with lids 1.2x0.6x0.9	\$2,794.83
NGA-MB08.7	Single	Material	Code NGA-MB08.7 - Concrete Manhole with lids 1.2x1.2x0.9	\$4,970.99
NGA-MB08.8	Single	Material	Code NGA-MB08.8 - Concrete Manhole with lids 2.1x1.2x1.2	\$6,223.94
NGA-MB08.9	Single	Material	Code NGA-MB08.9 - Additional rate for rock(for manholes only)	\$363.83
NGA-MB09.1	Single	Material	Code NGA-MB09.1 - Aluminium Manhole and lid 1.2x0.6x0.7	\$1,790.12

NGA-MB09.2	Single	Material	Code NGA-MB09.2 - Aluminium Manhole and lid 1.2x1.2x0.7	\$3,176.46
NGA-MB09.3	Single	Material	Code NGA-MB09.3 - Aluminium Manhole and lid 2.1x1.2x0.7	\$4,726.70
NGA-MB09.4	Single	Material	Code NGA-MB09.4 - Aluminium Manhole and lid 2.1x0.6x0.7	\$3,324.96
NGA-MB09.5	Single	Material	Code NGA-MB09.5 - Concrete Manhole with lids 1.2x0.6x0.6	\$1,449.42
NGA-MB09.6	Single	Material	Code NGA-MB09.6 - Concrete Manhole with lids 1.2x1.2x0.9	\$2,995.69
NGA-MB09.7	Single	Material	Code NGA-MB09.7 - Concrete Manhole with lids 2.1x1.2x0.8	\$3,648.76
NGA-MB09.8	Single	Material	Code NGA-MB09.8 - Concrete Manhole with lids 2.1x1.2x1.2	\$4,736.82
NGA-MB09.9	Single	Material	Code NGA-MB09.9 - Plastic pit and lid	\$199.93
NGA-MB10.1	Single	Material	Code NGA-MB10.1 - Concrete pit and lid 0.6 x 0.6 x 0.6	\$979.06
NGA-MB10.2	Single	Material	Code NGA-MB10.2 - Aluminium pit and lid 0.6x 0.7x 0.6	\$1,633.21
NGA-MB10.3	Single	Material	Code NGA-MB10.3 - Channell Pit SGLB1730	\$445.50
NGA-MB10.4	Single	Material	Code NGA-MB10.4 - Channell Pit SGLB2436	\$597.96
NGA-MB10.5	Single	Material	Code NGA-MB10.5 - Channell Pit SGLB2448	\$1,238.49
NGA-MB10.6	Single	Material	Code NGA-MB10.6 - Channell Pit SGLB3048	\$1,635.48
NGA-MB19.1	Single	Material	Code NGA-MB19.1 - Hand Hold GLB912-T	\$41.58
NGA-MB19.2	Single	Material	Code NGA-MB19.2 - Hand Hold GLB912C	\$23.27
NGA-MC2	Single	Material	Code NGA-MC2 - 144 Fibre Verticase Riser cable, including any bends & riser break-outs and other consumables	\$16.54
NGA-MP1	Single	Material	Code NGA-MP1 - Connectorised fibre patchcord (all connector types)	\$41.99
NGA-MP3	Single	Material	Code NGA-MP3 - Supply of "Pass" slip trace to Chorus	\$13.73
NGA-MC04.1	Single	Civil berm	Code NGA-MC04.1 - Additional rate for rock	\$49.07
NGA-MC04.2	Single	Civil berm	Code NGA-MC04.2 - Supply and install additional duct	\$6.41
NGA-MC04A.1	Single	Civil berm	Code NGA-MC04A.1 - Extra rate for concrete (Footpath)	\$39.95
NGA-MC04B.1	Single	Civil berm	Code NGA-MC04B.1 - Extra rate for concrete (roadway)	\$83.60
NGA-MC04C.1	Single	Civil berm	Code NGA-MC04C.1 - Additional duct	\$6.43
NGA-MC12	Single	Civil berm	Code NGA-MC12 - Repair blocked or damaged duct	\$763.35
NGA-MC12A	Single	Civil berm	Code NGA-MC12A - Repair blocked or damaged duct	\$763.35
NGA-MC12B	Single	Civil berm	Code NGA-MC12B - Repair blocked or damaged duct	\$763.35
NGA-MC12C	Single	Civil berm	Code NGA-MC12C - Repair blocked or damaged duct	\$763.35
NGA-MC14.1	Single	Material	Code NGA-MC14.1 - QPDF drawers containing SFOs	\$1,140.81
NGA-MC14A.1	Single	Material	Code NGA-MC14A.1 - Large Fibre closure (Fist BD or BE)	\$721.62
NGA-MC14A.2	Single	Material	Code NGA-MC14A.2 - Medium Fibre closure (Fist BC)	\$607.13
NGA-MC14A.3	Single	Material	Code NGA-MC14A.3 - Small Fibre closure (Fist FD)	\$128.63
NGA-MC14A.4	Single	Material	Code NGA-MC14A.4 - Fosc closure 400/B (A) check	\$1,000.18
NGA-MC14A.5	Single	Material	Code NGA-MC14A.5 - Fosc closure 400/C (B) check	\$491.20
NGA-MC14A.6	Single	Material	Code NGA-MC14A.6 - Fosc closure 400/D	\$646.38
NGA-MC14.7	Single	Material	Code NGA-MC14.7 - 24 fibre "D" series from cable well to MFODF and into fibrenet draw and SFOs (no splicing)	\$10.75
NGA-MD1	Single	Material	Code NGA-MD1 - green 20mm pipe - glued (below ground) including any bends, glue & other consumables	\$9.39
NGA-MD1a	Single	Material	Code NGA-MD1a - 20mm HDPE pipe (surface mounted) including any bends & glue, but excluding saddles & screws	\$3.98
NGA-MD1b	Single	Material	Code NGA-MD1b - Marley 32mm UPVC 4m pipe (surface mounted) including any bends & glue, but excluding saddles & screws	\$8.64
NGA-MD1c	Single	Material	Code NGA-MD1c - Grey 32mm HDPE 5m pipe (surface mounted) including any bends & glue, but excluding saddles & screws	\$8.64
NGA-MD2	Single	Material	Code NGA-MD2 - 50mm duct - rubber ring join including any bends & other consumables	\$27.35
NGA-MD4	Single	Material	Code NGA-MD4 - green 32mm continuous duct (below ground) including any bends & other consumables	\$1.75

NGA-MD5	Single	Material	Code NGA-MD5 - 63mm continuous duct including any bends & other consumables	\$5.07
NGA-MC04.3	Single	Material	Code NGA-MC04.3 - Additional Duct (labour only, consigned duct)	\$11.64
NGA-MC04c.2	Single	Material	Code NGA-MC04c.2 - Additional Duct (labour only, consigned duct e.g. Microduct)	\$1.94
NGA-MB02.1	Single	Material	Code NGA-MB02.1 - Pedestal	\$40.50
NGA-MT1	Single	Material	Code NGA-MT1 - T-Dux 50mm	\$38.58
NGA-MT2	Single	Material	Code NGA-MT2 - T-Dux 100mm	\$41.83
SDU All encompassing codes				
ZNGA560A	Single	Provision	NGA Aerial SDU Installation - Scope VPL Managed Job	\$5.86
ZNGA560B	Single	Provision	NGA Aerial SDU Installation - Build VPL Managed Job	\$187.32
ZNGA560C	Single	Provision	NGA Aerial SDU Installation - Connect VPL Managed Job	\$196.03
ZNGA560BC	Single	Provision	NGA Aerial SDU Installation - Build, Connect Contractor managed job	\$414.92
ZNGA561A	Single	Provision	NGA Haul SDU Installation - Scope VPL Managed Job	\$36.69
ZNGA561B	Single	Provision	NGA Haul SDU Installation - Build VPL Managed Job	\$194.94
ZNGA561C	Single	Provision	NGA Haul SDU Installation - Connect VPL Managed Job	\$205.64
ZNGA561BC	Single	Provision	NGA Haul SDU Installation - Build, Connect Contractor managed job	\$433.57
ZNGA562A	Single	Provision	NGASurface Mount SDU Installation - Scope VPL Managed Job	\$36.69
ZNGA562B	Single	Provision	NGASurface Mount SDU Installation - Build VPL Managed Job	\$254.64
ZNGA562C	Single	Provision	NGASurface Mount SDU Installation - Connect VPL Managed Job	\$205.64
ZNGA562BC	Single	Provision	NGASurface Mount SDU Installation - Build, Connect Contractor managed job	\$498.69
ZNGA563A	Single	Provision	NGAGrass trench SDU Installation - Scope VPL Managed Job	\$36.69
ZNGA563B	Single	Provision	NGAGrass trench SDU Installation - Build VPL Managed Job	\$383.50
ZNGA563C	Single	Provision	NGAGrass trench SDU Installation - Connect VPL Managed Job	\$205.64
ZNGA563BC	Single	Provision	NGAGrass trench SDU Installation - Build, Connect Contractor managed job	\$626.70
ZNGA564A	Single	Provision	NGA Drill SDU Installation - Scope VPL Managed Job	\$36.69
ZNGA564B	Single	Provision	NGA Drill SDU Installation - Build VPL Managed Job	\$625.48
ZNGA564C	Single	Provision	NGA Drill SDU Installation - Connect VPL Managed Job	\$205.64
ZNGA564BC	Single	Provision	NGA Drill SDU Installation - Build, Connect Contractor managed job	\$881.69
ZNGA565A	Single	Provision	NGA Concrete trench SDU Installation - Scope VPL Managed Job	\$36.69
ZNGA565B	Single	Provision	NGA Concrete trench SDU Installation - Build VPL Managed Job	\$763.43
ZNGA565C	Single	Provision	NGA Concrete trench SDU Installation - Connect VPL Managed Job	\$205.64
ZNGA565BC	Single	Provision	NGA Concrete trench SDU Installation - Build, Connect Contractor managed job	\$1,027.11

