

Recipient name
Organisation
Address line 1
Address line 2
Address line 3

Chorus New Zealand Limited
Chorus House
66 Wyndham Street
AUCKLAND

[Date]

Dear [],

Charter for RSP participation in Bulk Installs Initiative

Introduction

Chorus New Zealand Limited (**Chorus, We** or similar) is rolling out an initiative to deliver bulk installations in Multi Dwelling Units (**MDUs**) more efficiently (**Bulk Installs Initiative**).

Why are we doing this?

We have identified an opportunity to provision fibre connectivity for End Users in MDUs more efficiently by adopting a bulk installations approach.

In addition to increased efficiency for End Users, we identified that such an approach could provide marketing opportunities to participating RSPs through Chorus making MDU address details available prior to the bulk installation of ONTs at those addresses. In return for early access to these MDU address details, we ask that you don't share this information and only use it to promote fibre at those addresses.

We are writing to you now with more details of the Bulk Installs Initiative as you have earlier expressed interest in participating in this initiative.

Sign Up

Chorus is giving all RSPs the opportunity to participate in the Bulk Installs Initiative on the terms set out in this letter.

To participate in the Bulk Installs Initiative, sign and return this letter to your Chorus Account Manager.

Should you have any questions, please contact your Chorus Account Manager.

Yours faithfully

[Customer's Company Name] Agrees to the terms and conditions of this Agreement as set out in the Appendix to this letter

Ed Hyde
Chief Customer Officer
Chorus New Zealand Limited

Authorised Signatory Name:
Authorised Signatory Position:
Organisation:
Date Signed:

APPENDIX 1

Terms and Conditions of the Bulk Installs Initiative

1. The term of this Agreement is from the date on which this Agreement has been signed by both parties to 31 December 2020.
2. From time to time during the term of this Agreement, Chorus may notify you in writing of:
 - (a) the address and other details of certain MDUs which will be included in the Bulk Installs Initiative (**Specified MDUs**); and
 - (b) the period during which the Bulk Installs Initiative will apply to a Specified MDU (**Bulk Installs Period**).
3. The Bulk Installs Period shall not extend beyond the earlier of:
 - (a) the date of completion of the bulk installation of ONTs at the Specified MDU; and
 - (b) the date which is six months from the date of notification by Chorus under clause 2.
4. Chorus has no obligation to notify you of any minimum number of Specified MDUs during the term of this Agreement.
5. Chorus may withdraw a Specified MDU from the Bulk Installs Initiative at any time prior to the commencement of the Bulk Installs Period for that MDU.
6. The Bulk Installs Initiative only applies to Specified MDUs.
7. During the relevant Bulk Installs Period for a Specified MDU, you agree that:
 - (a) you will not disclose to any other person any details of the Specified MDU, or any list of addresses in it, nor use them for any purpose other than to participate in the Bulk Installs Initiative for that Specified MDU in accordance with this Agreement;
 - (b) you will not knowingly or intentionally directly market (including but not limited to via any door knocking or telesales) alternative non-Chorus network services to any addresses at that Specified MDU, provided that this restriction:
 - i. for the avoidance of doubt, does not apply to direct marketing of non-Chorus network services to the addresses at the Specified MDU (by direct mail or otherwise) where such marketing was not disseminated using the data-set comprising the addresses at the Specified MDU; and
 - ii. will only apply until the conclusion of the relevant Bulk Installs Period.
8. **Termination:**
 - (a) Either party has the right to terminate this Agreement on not less than one month's written notice to the other party.
 - (b) Following termination by either party, you must continue to abide by the confidentiality requirements set out in clause 7(a) above until the end of the relevant Bulk Installs Period.

Variation

9. The parties may only vary this Agreement in writing signed by both parties.

Application of relevant terms

10. The Chorus UFB Services Agreement will apply to any Bitstream Services ordered under the Bulk Installs Initiative.
11. Terms used but not defined in this letter shall have the meanings given in the Chorus UFB Services Agreement.

Governing law and jurisdiction

12. This Agreement will be governed and construed in accordance with the laws of New Zealand, and the parties agree to submit to the exclusive jurisdiction of the New Zealand courts.