

Chorus New Zealand Limited
2 Graham Street, Auckland CBD

Name:

Organisation:

Address:

Date:

Dear

Chorus CHOICE Business Offer

From July 1st, 2022 we are commencing our new business offer for new connects and upgrades to business plans, called the Chorus CHOICE Business Offer (or **Offer**) and is designed to support the promotion of high performing fibre services to businesses. In particular, the aim is to encourage customers towards our fastest and most fully-featured business fibre plans.

The Chorus CHOICE Business Offer is targeted at supporting RSPs offering plans suitable for different size businesses, as follows:

- SME businesses, focussing on uptake of Small Business Fibre and Small Business Hyperfibre;
- Medium, larger, or specialized businesses to migrate or upgrade to more advanced Hyperfibre Business plans; and
- Businesses with complex connectivity requirements moving onto our premium business service, NGA Business Premium (Glass Variants).

The Chorus CHOICE Business Offer supports you by providing credits for each of these eligible plans focusing on driving new connections or upgrades to faster business plans.

Credits

The details of credits for each plan for are set out in the Appendix to the Terms. The following is a summary:

- You'll receive a credit for every Qualifying Connection, which means connections where the order is placed by 31 December 2022 and there is an Active Connection by 31 March 2023.
- There is a minimum term of 12 months for each Qualifying Connection.
- We'll cover provisioning costs (up to the value of \$330, also subject to minimum 12-month period) on any migration from HSNS Lite Copper to any Business Bitstream 3 connections (including NGA Business and Hyperfibre); and for new

connections and eligible upgrades to NGA Premium (Glass Variants).

- The Chorus CHOICE Business Offer order eligibility period runs from 1 July 2022 until 31 December 2022, and (depending on various factors including regulatory approval for a further incentive allowance) may be extended by notice until 30 June 2023. If extended for a further six months, then relevant orders will qualify if placed by the notified amended dates, which are likely to be an order date by 30 June 2023 with an Active Connection by 30 September 2023. You will not need to re-sign this Offer letter.

The Offer is subject to the attached Terms.

If you have any questions, please contact your account manager.

Sign up

If you want to accept this Offer please sign (either manually or electronically) in the space indicated below, and email a copy of this letter back to us.

Yours faithfully

A handwritten signature in dark ink, appearing to be 'Ed Hyde', with a stylized, flowing script.

Ed Hyde
Chief Customer Officer
Chorus New Zealand Limited

Name:

agrees to the terms of the Chorus
Business CHOICE Offer as set out in this
letter and attached Terms.

Authorised Signatory Name:

Authorised Signatory Position:

Organisation:

Date:

Terms of the Chorus CHOICE Business Offer FY23

The terms of the Chorus CHOICE Business Offer (**Offer**) between Chorus New Zealand Limited (**Chorus**) and you are as set out in these Terms, which include the Appendix.

Term

- 1) This Offer is available on the following basis:
 - a) You confirm your participation to this Offer by 30 June 2022 (Acceptance Period) by signing the attached Offer letter and returning it to us by email (Acceptance), which will form a binding agreement;
 - b) You have from 1 July 2022 until 31 December to order Qualifying Connections (**Order Period**);
 - c) You have from 1 July 2022 until 31 March 2023 to establish an Active Connection (as defined under clause 6) (**Connection Period**).

If you have done all these three things within the specified time periods you are eligible to receive the applicable credits as identified in this Offer.

- 2) Chorus in its absolute discretion may agree to accept your signed Offer letter after the Acceptance Period provided Chorus will not back date any credits for connections that would have qualified prior to Chorus receiving your signed Offer letter.
- 3) You will not be eligible for any further credits from the expiry of the applicable Order Period.
- 4) Chorus may extend the applicable Order Period or extend the scope of the Offer by giving at least 30 days' notice in a Customer Update. If the Business CHOICE incentive Offer is extended beyond 31 December 2022 then the above Order Period and Connection Period will also be extended as advised, likely to 30 June 2023 and 30 September 2023 respectively. You will not have to re-sign.
- 5) Chorus may withdraw, or further restrict the scope of, the Offer before the expiry of the Order Period. If this occurs, Chorus will try and consult with you and Chorus will give you 40 days' notice unless Chorus is required to withdraw or restrict the scope of the Offer due to an external event, in which case the notice may be shorter.

Qualifying Connections

- 6) Qualifying Connections are those connections which meet all of the following conditions:
 - a) satisfy the eligibility criteria set out in for the Offer in the relevant Addendum attached;
 - b) are ordered by you within the applicable Order Period;
 - c) are or become Active Connections on or before the expiry of the Connection Period, where Active Connection means either:
 - (i) a new connection (being off net or no active fibre connection to the premises) to an Eligible Plan (**New Connection**); or
 - (ii) an upgrade from upgrade path plans (being the "Moving From" plans in the tables of credits) to an Eligible Plan (being the "Moving To" plans in the tables of credits) (**Upgrade Connection**);

collectively a **"Qualifying Connection"**. Note that connections of inactive intacts only qualify as new connections if they have been disconnected for at least 30 days. If not, they are regarded as upgrades from the previous plan.

How will the Offer credits be applied?

- 7) Each month we will identify the connections which have qualified as Qualifying Connections in the preceding month and pay an amount equal to the value of the total credits applicable to those Qualifying Connections (subject to any repayments or wash-ups as set out below).

We will let you know if there are any changes to the way the credits are applied.

- 8) Once a Qualifying Connection is an Active Connection, we will monitor the network status of the address of the Qualifying Connection. If such a Qualifying Connection is:
- a) downgraded to an alternative broadband connection on our network at any time during the 12-month period from the commencement date of the Active Connection; or
 - b) disconnected from our fibre network (which includes a transfer away from that RSP) at any time during the 12-month period from the commencement date of the Active Connection,

in each case Chorus may require you to repay part of any credit contribution we have paid to you under this Offer (repayment). We may deduct the amount of any repayment payable from payments made under this Offer, or any future incentive offer, or add it to any invoice for any services provided by us to you.

- 9) We may conduct an audit and wash-up of credits paid or payable under this Offer, up to three months after the payment of the last credits under this Offer or after any repayment is payable under clause 8 above. We may off-set any amount that you owe to us (whether under the terms of this Offer or otherwise including any overpayments) against any amount payable by us to you under the terms of this Offer. We will let you know if we set off any amounts in accordance with this clause.

Conditions

- 10) By Accepting the Offer, you agree that:

- a) Each Qualifying Connection will have a minimum Active Connection period of 12 months. If the Qualifying Connection is disconnected or downgraded within 12 months after becoming an Active Connection Chorus may require a pro-rata repayment of credits as provided for in these terms.
- b) You will make any repayments we require from you in accordance with clause 8 (**Repayments**). Nothing in this clause precludes you from disputing any Repayments under the applicable relevant terms referred to in clause 12.
- c) If, in Chorus' reasonable opinion, you are not complying with any of the terms of the Offer, Chorus may at any time and from time to time do any or all of the following:
 - (i) meet with you in good faith to discuss our concerns and what you are doing to comply;
 - (ii) suspend the Offer (or the payment of any relevant credits under the Offer) until the issue is resolved; and/or
 - (iii) terminate this Offer by 30 days' written notice to you.

Termination

- 11) If, in Chorus' reasonable opinion, you are not complying with any of the terms of the Offer, Chorus may at any time and from time to time do any or all of the following:
- a) meet with you in good faith to discuss our concerns and what you are doing to comply;
 - b) escalate the issue within Chorus and your company for discussion in good faith;
 - c) suspend the Offer or part of the Offer (including eligibility for, or payment of, credits) until the issue is resolved; and/or
 - d) terminate this Offer by 30 days' written notice to you.

Application of relevant terms

- 12) Except as expressly provided under this Offer, all applicable service terms will continue to apply to the provision of the services to which the Qualifying Connections relate.

General Terms

- 13) We each agree that the following general terms apply in relation to this Offer:
- a) "Good faith" in this Agreement means working together in an open, co-operative, honest and fair manner, provided that nothing prevents a party from acting in its own self-interest;
 - b) Entire Agreement – the Offer letter and this Appendix constitute the entire agreement between the parties relating to its subject matter, and supersedes any previous representations, negotiations, proposals, agreements, undertakings or arrangements of any nature with respect to that subject matter;
 - c) Authority - each party represents and warrants to the other that it has the power and authority to enter into, comply with and perform this letter agreement, and that the persons executing this letter agreement on behalf of the parties have the necessary authority to do so;
 - d) Confidentiality - the parties agree to keep (i) the fact and the terms of this Offer , and (ii) any information provided to them by another party relating to, or in connection with, this Offer, in each case confidential to them and their legal or other professional advisors save as may be necessary to enforce this Offer, or as the parties expressly agree in writing, or as is otherwise required by law or the rules of any stock exchange;
 - e) Announcements – unless required by law, you will not make any media release or public announcement relating to, or in connection with, this Offer without our prior written consent;
 - f) Binding Agreement - the parties acknowledge that the provision of the Offer letter (including any Appendix) by Chorus and the signing (which may include electronic signature) and returning of this letter by email by you as set out in this letter shall be sufficient to bind the parties; and
 - g) Governing Law and Jurisdiction – this letter 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.



Appendix to Terms : Chorus Business CHOICE Offer Credits

Credits and Eligible Plans for Bitstream 2 connections:

MOVING FROM ↓ TO →	Small Business Fibre 100*	Small Business Fibre Max	Hyperfibre Small Business 2000	Hyperfibre Small Business 4000	Hyperfibre Small Business 8000
New Connections ADSL/VDSL	\$50	\$250	\$300	\$400	\$500
NGA Evolve ≤100Mb SBF 100	-	\$150			
Consumer 200Mb	-	\$100			
Consumer Max	-				
NGA Evolve 200Mb	-	-			
SME Max / SBF Max	-	-			

*SBF100 is now 500/500 since December 2021, with system name change to SBF500 likely towards the end of 2022.

Credits and Eligible Plans for Bitstream 3 plans

Moving From  To 	Hyperfibre Business 2000	Hyperfibre Business 4000	Hyperfibre Business 8000
Offnet	\$600 per eligible connection	\$700 per eligible connection	\$800 per eligible connection
ADSL/VDSL/UCLL			
NGA Evolve (Consumer or Business)			
Small Business Fibre			
NGA Education Max			
HSNS Copper	As per new connections above, PLUS free MPS		

Eligibility Criteria and exclusions for Bitstream 2 and Bitstream 3 plans

For Bitstream 2 and Bitstream 3 connections, the Chorus CHOICE Business Offer only applies to Qualifying Connections for moves from the plans (including offnet) as set out above, and will not apply to any other orders including the following:

- Secondary plans;
- Education plans (other than NGA Education Max to BS3, per above);
- Any fibre plans ordered at Smart Locations (also known as "NBAPs", as defined by Chorus including services to non-building premises);
- Any transfer and/or new plan change from higher-value services (e.g. UPC, LDBS, BFAS, DFAS) on the Chorus Network;
- Plan downgrades or transfers to the same plan including any connection that downgrades and then upgrades within 30 days of a new connection or plan change, or any disconnection and reconnection to the same plan;
- Moves to a higher traffic class within the same plan.

For clarity:

- there is no credit for a move from any plans not mentioned in the above tables under the "Moving from" column.
- We will waive transaction and transfer fees for upgrades to Small Business Fibre or Hyperfibre business plans. Otherwise, no transaction or transfer charges are waived under this Offer.
- a new connection will be deemed to be any additional connection that increases the net connections at a single ONT and is maintained for at least 30 days. (Therefore the incentive offer covers multiple primaries, provided all other criteria are met.) If a new connection is active for less than 30 days before another connection is disconnected from the ONT and if the net connections are the same in quantity than as at the start of the 30 days, then the newer connection will be deemed as a change

of plan and upgrade path eligibility will be determined as per the tables above. If there are fewer connections at the ONT following the 30 days from a new connection, no credits will apply.

Credits and Eligible Plans for Bitstream 4

Moving From ↓	To →	NGA Business Premium Glass plans (2G or lower)	NGA Business Premium Glass plans (4G, 10G)
Offnet			
NGA Evolve & Small Business Fibre (BS2)		\$1,000 installation credit + Free MPS + Free Hot Cutover	\$2,000 installation credit + Free MPS + Free Hot Cutover
NGA Business (BS3/a)			
DFAS (Direct Fibre Access)			
HSNS Premium & Lite Fibre			
HSNS Copper			
NGA Business Premium NID		Standard install charges waived + Free MPS + Free Hot Cutover	Standard install charges waived + Free MPS + Free Hot Cutover

Update: the introduction of the new 500Mbps, 1Gbps, 2Gbps, 4Gbps and 10Gbps Business Premium HTC - only plans in October is currently on hold as per our [Update of 13 July 2022](#)

For clarification:

The following connections are eligible:

- a new NGA Business Premium connection (Glass Variants only) where we utilise a spare or newly installed Chorus fibre (**New Connection**);
- an upgrade to NGA Business Premium (Glass Variant only) from an existing Chorus fibre product (**Upgrade Connection**).

Exclusions for Bitstream 4

- An upgrade of bandwidth within bitstream 4 (Glass) does not qualify for an installation credit (but there will not normally be any applicable installation charges).
- Plan downgrades or transfers to the same plan, including (i) any connection that downgrades and then upgrades within 30 days of a new connection or plan change or (ii) any disconnection and reconnection to the same plan are not eligible for credits.

Other

- Installation credits are applied against your account following connection. This means you will be charged the relevant installation fee, and then once an Active Connection is established you will receive a credit of \$1,000 or \$2000 (or, a credit for the standard installation charge for upgrades to any NGA Premium Business Glass Variants from a NID Connection). The relevant installation credit applies regardless of the actual cost of the installation.
- Free MPS means the cost of managed provisioning (including order entry), normally \$330.
- Connections of inactive intacts only qualify as new connections if they have been disconnected for at least 30 days. If not, they are regarded as upgrades from the previous plan.

Pro-rated repayments for disconnection or downgrade (for BS2, BS3 & BS4)

The following table illustrates repayments on credits paid out under this Offer:

Date of disconnection or downgrade from service given	\$50	\$100	\$150	\$200	\$250	\$300	\$400	\$500	\$600	\$700	\$800	\$1,000	\$2,000
Under 1 month	\$50.00	\$100.00	\$150.00	\$200.00	\$250.00	\$300.00	\$400.00	\$500.00	\$600.00	\$700.00	\$800.00	\$1,000.00	\$2,000.00
1 month but less than 2 months	\$45.83	\$91.67	\$137.50	\$183.33	\$229.17	\$275.00	\$366.67	\$458.33	\$550.00	\$641.67	\$733.33	\$916.67	\$1,833.33
2 months but less than 3 months	\$41.67	\$83.33	\$125.00	\$166.67	\$208.33	\$250.00	\$333.33	\$416.67	\$500.00	\$583.33	\$666.67	\$833.33	\$1,666.67
3 months but less than 4 months	\$37.50	\$75.00	\$112.50	\$150.00	\$187.50	\$225.00	\$300.00	\$375.00	\$450.00	\$525.00	\$600.00	\$750.00	\$1,500.00
4 months but less than 5 months	\$33.33	\$66.67	\$100.00	\$133.33	\$166.67	\$200.00	\$266.67	\$333.33	\$400.00	\$466.67	\$533.33	\$666.67	\$1,333.33
5 months but less than 6 months	\$29.17	\$58.33	\$87.50	\$116.67	\$145.83	\$175.00	\$233.33	\$291.67	\$350.00	\$408.33	\$466.67	\$583.33	\$1,166.67
6 months but less than 7 months	\$25.00	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00	\$200.00	\$250.00	\$300.00	\$350.00	\$400.00	\$500.00	\$1,000.00
7 months but less than 8 months	\$20.83	\$41.67	\$62.50	\$83.33	\$104.17	\$125.00	\$166.67	\$208.33	\$250.00	\$291.67	\$333.33	\$416.67	\$833.33
8 months but less than 9 months	\$16.67	\$33.33	\$50.00	\$66.67	\$83.33	\$100.00	\$133.33	\$166.67	\$200.00	\$233.33	\$266.67	\$333.33	\$666.67
9 months but less than 10 months	\$12.50	\$25.00	\$37.50	\$50.00	\$62.50	\$75.00	\$100.00	\$125.00	\$150.00	\$175.00	\$200.00	\$250.00	\$500.00
10 months but less than 11 months	\$8.33	\$16.67	\$25.00	\$33.33	\$41.67	\$50.00	\$66.67	\$83.33	\$100.00	\$116.67	\$133.33	\$166.67	\$333.33
11 months but less than 12 months	\$4.17	\$8.33	\$12.50	\$16.67	\$20.83	\$25.00	\$33.33	\$41.67	\$50.00	\$58.33	\$66.67	\$83.33	\$166.67