2. INTERCONNECTION

The following section sets out the standard terms and conditions for interconnection to the public switched telephone network owned and operated by Telecom Corporation of New Zealand Limited, offered for supply at the end of the quarter ending 31 March 1991.

INTERCONNECTION AGREEMENT
(ALTERNATIVE NETWORK AND TOLL BY-PASS)

DATED the day of 19

BETWEEN

(1) TELECOM CORPORATION OF NEW ZEALAND LIMITED having its registered office at 14th Floor, 13-27 Manners Street, Wellington ("TCNZ").

(2) The companies whose names and registered offices are set out in column 1 of Item 1 of Schedule A and which are collectively called "All ROCs" and which are each referred to as a "Telecom ROC", and in certain cases individually called the respective names in column 2 of Item 1 of Schedule A.

(3) [ ] having its registered office at [ ] ("the Service Operator").

(4) The companies whose names and registered offices are set out in Item 1 of Schedule K ("the Guarantor").

RECITALS

A. The Service Operator has been declared to be a network operator pursuant to section 2A(3) of the Telecommunications Act 1987 and wishes to provide certain telecommunication services to its customers.

B. In order to provide those telecommunication services, the Service Operator has requested to Connect to and with each Telecom ROC's Network and to use certain telecommunication services of each Telecom ROC (including certain telecommunication services for voice, data, facsimile and related signals).

C. TCNZ has agreed to procure each Telecom ROC to Connect that Telecom ROC's Network to and with the Service Operator's Network and to provide such telecommunication services to the Service Operator.

D. Each Telecom ROC wishes to Connect that Telecom ROC's Network to and with the Service Operator's Network and to provide such telecommunication services to the Service Operator subject to the terms and conditions of this Agreement.

E. For the purposes of giving effect to this Agreement, each Telecom ROC (other than the Principal ROC) has agreed that the Principal ROC may act on its behalf for the purposes of co-ordinating the provision of such telecommunication services to the Service Operator pursuant to this Agreement.

THE PARTIES TO THIS AGREEMENT AGREE AND DECLARE as follows:

1. IN consideration of the Service Operator agreeing to enter into this Agreement on the terms and conditions hereinafter specified, TCNZ agrees to procure that each Telecom ROC permits the Service Operator's Network to be Connected to and with the respective Telecom ROC's Network and that the Telecom Group makes available certain telecommunication services more particularly described in the Terms and Conditions of Interconnection annexed hereto as Schedule B subject always to those Terms and Conditions of Interconnection.

2. IN consideration of the Service Operator entering into this Agreement on the terms and conditions hereinafter specified, each Telecom ROC agrees to permit the Service Operator's Network to be Connected to and with the respective Telecom ROC's Network and to make available certain