

telecommunication services more particularly described in the Terms and Conditions of Interconnection annexed as Schedule B subject always to those Terms and Conditions of Interconnection.

3. THE parties agree that the agreement between them is evidenced by this Agreement and the several Schedules specified in Schedule L all of which are incorporated in this Agreement and are construed as part of this Agreement.

4. SUBJECT to Clause 5 of this Agreement, it is acknowledged by All ROCs that where this Agreement provides that the Principal ROC shall perform an act under this Agreement or that an act shall be performed on the Principal ROC, the Principal ROC is acting for and on behalf of All ROCs and shall bind All ROCs.

5. IF at any time, the Service Operator decides that it would prefer to deal in all matters directly on a separate basis with each Telecom ROC, the Service Operator may serve notice on the Principal ROC to that effect and, notwithstanding anything in this Agreement, from the date 1 month after the date of service of such notice, all references to the Principal ROC in this

Agreement shall be read as references to "each Telecom ROC" or, where the context permits, "the respective Telecom ROC", and Clause 4 of this Agreement shall not apply.

IN WITNESS WHEREOF this Agreement is executed on the day and year first written above.

[Execution by TCNZ]

[Execution by each Telecom ROC]

[Execution by the Service Operator]

[Execution by Guarantor]

SCHEDULE A

ITEM 1 - LIST OF THE TELECOM ROCs

| Column 1 | Column 2 |
|---|------------|
| Name and registered office of Telecom ROC | Definition |

ITEM 2 - NAME OF PRINCIPAL ROC

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SCHEDULE B

TERMS AND CONDITIONS OF INTERCONNECTION