

Dear RSP

Residential Digital Inclusion - Offer

Northpower Fibre Limited (**Northpower Fibre, we or us**) is committed to developing an equitable broadband service that champions Digital Inclusion. Therefore, Northpower Fibre is pleased to provide RSP XXXX (**RSP, you or your**) with the Residential Digital inclusion Offer (**Offer**).

This is a low-cost offer, to a maximum of 1,000 Qualifying Households that have an optical network terminal (**ONT**) that has been inactive for at least three months, as follows:

- A Residential Digital Inclusion BS2a 100/20 at \$8/month excluding GST, and with a maximum retail price of \$30.00, including GST, per month (\$7 including GST per week).

This letter and the terms at the Appendix (together, our **Agreement**) set out the terms of the Offer. **Signing up to the new Offer**

If you have any questions, please contact your Account Manager. You may confirm your participation in this Offer and your acceptance of the terms set out in this letter by signing below and returning the signed letter to us. Upon receipt of your acceptance, we will contact you about the next steps.

Yours faithfully

Darren Mason
Chief Executive
Northpower Fibre Limited

Agreed for and on behalf of XXXX.

Name:

Position:

Date:

APPENDIX

TERMS OF THE OFFER

1. You must confirm your participation in this Offer by signing and returning this Agreement.
2. The Offer will commence on the later of 1 April 2026 or the date this Agreement is executed by both of us (**Commencement Date**) and will continue until 30 June 2027 (**Expiry Date**), unless extended by agreement of the parties.

Northpower Fibre plan available under this Offer

3. The RSP may order, and Northpower Fibre will provide Digital Inclusion BS2a 100/20 under the terms of this Offer. No other Northpower Fibre services are eligible for connection under this Offer. Other than as modified by this Offer, the terms of the Northpower Fibre UFB Service Agreement will apply to the services ordered under this Offer.

Costs applied to Qualifying Households

4. You will be invoiced for connections provided under this Offer in accordance with your usual billing cycle and the Northpower Fibre UFB Service Agreement Price List. Subject to complying with all the requirements at Clause 8 below, you will be eligible to receive a total monthly cost for each connection of:
 - a. For Qualifying Households on the Digital Inclusion BS2a 100/20 plan, \$8 excluding GST per month (Maximum Retail Price \$30 including GST per month (**MRP**)).
5. A **Qualifying Household** is a household that:
 - (a) Is an active previous Digital Inclusion Offer (which expired on 31 December 2025) address that has a Northpower Fibre Optical Network Terminal (**ONT**) installed; or
 - (b) Meets each of the following three criteria to be eligible for this Offer (**Eligibility Criteria**):
 - (i) the End User's address must have a Northpower Fibre ONT installed and have been inactive for at least three (3) months from the date of connection;
 - (ii) The RSP is reasonably satisfied that:
 - (A) the End User resides in public or community housing that is owned or leased by Kainga Ora or by another community housing provider registered with the Community Housing Regulatory Authority; or
 - (B) there is reasonable evidence that residents at the address include a child enrolled at a New Zealand school with a school equity index of at least 490 or higher (the Household Address Criterion).

- (iii) The RSP is reasonably satisfied that the End User:
 - (A) holds a Community Services Card; or
 - (B) can provide a Benefit Breakdown Letter issued from MyMSD evidencing that the End User is in receipt of an income support benefit. (the Financial Criterion).
- 6. In the event of a dispute, Northpower Fibre will determine in its sole discretion what is a Qualifying Household.
- 7. Prior to the first day of each calendar month during the term of the Offer, you will provide us a report (**Connections Report**), in a format agreed with Northpower Fibre, that sets out the addresses of all Qualifying Households participating in this Offer. For each address, you will provide the following information:
 - a. Service ID;
 - b. Order Number;
 - c. Order date & service given date, where possible; and
 - d. Confirmation that the Eligibility Information has been collected in accordance with Clause 111.
- 8. If you:
 - a. have agreed and complied with the terms of the Offer;
 - b. have provided the Connections Report in accordance with Clause 7;
 - c. have a Qualifying Household as a customer (either directly or via a third party); and
 - d. can demonstrate the retail charge to the household is equal to or less than the **MRP**;

you are eligible to receive the Digital Inclusion BS2a 100/20 price in relation to that Qualifying Household. If at a later date we find that you have not complied with the requirements of this Clause 8, we may require you to pay the relevant price difference to Northpower Fibre.

Maximum Retail Price

- 9. During the term of the Offer, the parties may review and discuss how to achieve an appropriate number of connections including a review of the MRP and/or the price and Northpower Fibre may give notice that the MRP and/or the price may be changed.

Disconnections and cancellations

- 10. In the event of disconnection or downgrades, the following terms will apply:

- a. For any broadband services supplied to Qualifying Households that are cancelled or no longer use a Digital Inclusion BS2a 100/20 connection, Northpower Fibre will cease to make the price available to that Qualifying Household from the date that connection is terminated.
- b. Only addresses meeting the criteria for a Qualifying Household in clause 5 are eligible for participation in this Offer. If the residents of an eligible address move to an address that does not meet the criteria for a Qualifying Household, the service will be treated as a disconnection for the purposes of this Offer.

RSP responsibilities

11. Before providing a connection to a household, the RSP will obtain reasonable evidence from each end user that they meet the Eligibility Criteria in 5(b) (**Eligibility Information**).
12. To support reaching connections, you will actively market the Offer to Qualifying Households and make sure that participating households are aware of the key terms of the Offer, including that the connection is provided until 30 June 2027 only, and is not available to other addresses unless they are also an eligible address and meet other relevant criteria.
13. You are responsible for all interactions with any third party involved in the provision of services to Qualifying Households (**Reseller**). Northpower Fibre is not responsible for provisioning, billing, customer services, contact with authorities, fault reporting and dispute management.
14. You must ensure that, where you are supplying the services to a Reseller, that the Reseller complies with the material terms of this Agreement, in particular the MRP.
15. You will comply at all times with the Privacy Act 2020 and only collect, use, disclose, store, manage, transfer or handle personal information in accordance with the Privacy Act 2020 and Northpower Fibre's reasonable instructions.
16. During the term of the Offer, which is limited to 1,000 qualifying connections across all RSPs, Northpower Fibre may give notice to the RSP that no new connections may be ordered under this Offer. Northpower Fibre intends to give one month's notice that Northpower Fibre may cease to accept new connections as a part of this Offer. This will not impact connections that have been provided prior to such notification, and the terms of this Offer will continue to apply for the remainder of the term.
17. In the event of termination or expiry of the Agreement, RSP agrees that Northpower Fibre may proceed immediately to take such actions necessary to decommission the service.

General Terms

18. The Northpower Fibre UFB Service Agreement, as modified by this Agreement, will apply to any Bitstream Services ordered under this agreement.



19. Terms used but not defined in this Agreement shall have the meanings given in the Northpower Fibre UFB Service Agreement.
20. The parties acknowledge that the execution of counterpart copies of this Agreement, and its transmission by facsimiles or email each to the other or their respective agents or solicitors, shall be sufficient to bind the parties.
21. 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.