Dear RSP XXXX

Residential Digital Inclusion – Offer Update

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**).

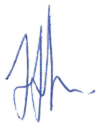
This is a low-cost offer, to a maximum of 1,000 Qualifying Households that have an optical network terminal (**ONT**) that has been inactive for at least one month, as follows:

- 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 RSP XXXX.

_____

Name:

Position:

Date:

APPENDIX

TERMS OF THE OFFER

Purpose: This Offer supports digital inclusion by giving RSPs an affordable wholesale fibre broadband product for households that may otherwise miss out on a fibre broadband connection at their home because of cost (**Purpose**).

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. This Offer is only available for residential premises. It is not available at business premises, or for use in aggregation or backhaul for any commercial services.

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**). All other Northpower Fibre charges (including transactional charges and any non-standard installation charges) are not affected by this Offer and will be invoiced as usual under the Price List. Connections under this Offer are not eligible for any other Northpower Fibre incentive, promotion or rebate unless we agree in writing.

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 one (1) month from the date of connection; This one (1) month requirement does not apply where an End User on a connection under this Offer moves to a new address that was a connection under this Offer immediately before the move.

(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 470+ or higher (the Household Address Criterion).

(iii) The RSP is reasonably satisfied that the End User:

(A) holds a Community Services Card or SuperGold Combo Card; or

(B) has a MyMSD account evidencing that the End User is in receipt of an income support benefit (the **Financial Criterion**).

6. Northpower Fibre will determine in its sole discretion what is a Qualifying Household, including if there is a dispute, and its decision is final.

If an End User cannot meet the Eligibility Criteria, but the RSP considers that connecting them would support the Purpose, the RSP may ask Northpower Fibre in writing to waive any of the Eligibility Criteria and provide supporting evidence. Northpower Fibre may agree or refuse in its absolute discretion and has no obligation to agree. Northpower Fibre may attach conditions to any waiver (including time limits) and may withdraw a waiver at any time by written notice. Any connection under a waiver counts towards the Capacity Limit in clause 19.

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 the MRP is exceeded, or you do not comply with any other term of this Offer for a connection, Northpower Fibre may (where possible) move that connection to the Northpower Fibre standard 100/20 plan. Whether or not the move is possible, we may invoice you for that connection at the standard monthly rate for that plan in the Price List (**Default Price**) for the period of non-compliance. This may be backdated to the date the non-compliance started.

If Northpower Fibre believes that the RSP is not complying (or has not complied) with the MRP or any other term of this Offer, Northpower Fibre will contact the RSP. The RSP will have seven (7) days to respond with an explanation or information that shows, to Northpower Fibre's reasonable satisfaction, that the RSP is complying. If the issue is not fixed or explained to Northpower Fibre's reasonable satisfaction within twenty (20) Business Days after Northpower Fibre contacts the RSP (or after the RSP notifies Northpower Fibre under clause 9), Northpower Fibre will invoice the RSP at the Default Price.

This process does not limit Northpower Fibre's right to backdate the Default Price to the date the non-compliance started. If the non-compliance is repeated or involves an eligibility declaration that the RSP knew or should reasonably have known was false, Northpower Fibre may invoice the RSP at the Default Price immediately without following this process.

Maximum Retail Price

9. You must be able to provide evidence that each address with an active connection under this Offer is charged in line with the MRP. Northpower Fibre may monitor the retail prices you charge for products that use this Offer. If you bill an End User on intervals other than weekly or monthly, you comply with the MRP if the annualised value of your price is equal to or less than the annualised value of the weekly MRP. If you make a change that means the MRP is or will be exceeded, you must tell us at the same time.

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 must obtain reasonable evidence, in line with clause 12, that they meet the Eligibility Criteria in 5(b) (**Eligibility Information**). Any reliance by the RSP on a customer declaration is at the RSP's own risk and does not limit Northpower Fibre's rights under clause 8.

12. Reasonable evidence of the Eligibility Information includes:

(a) for the Household Address Criterion: a copy of a residential lease or other document showing, or a customer declaration confirming, that the End User lives in Kainga Ora or other community housing; or, if relying on a child at a school with a school equity index of 470 or higher, a customer declaration or a letter from the school confirming enrolment and the child's relationship to the End User; and

(b) for the Financial Criterion: the number of, or a copy of, the Community Services Card or SuperGold Combo Card, a MyMSD client number or a Benefit Breakdown letter, or a customer declaration that the End User has one of these. Evidence that an End User holds a Gold Card or receives NZ Superannuation is not enough on its own.

A customer declaration must be completed by the End User in writing (or online), confirming that they meet the relevant criterion and that they can provide documents if asked in future.

13. In most cases the End User should be the account holder and provide the Eligibility Information. However, you may, acting reasonably, accept Eligibility Information from another person who lives at the address as part of the same household (for example, where one partner is the account holder and the other holds a Community Services Card). You do not need to give Eligibility Information to Northpower Fibre before ordering, but Northpower Fibre may ask you at any time for evidence that you have a satisfactory process to obtain it in line with clauses 11 and 12. You may only use personal information collected under this Offer to assess eligibility under this Offer.

14. You must revalidate each connection under this Offer against the Eligibility Criteria at least once every 12 months, and at any other time on Northpower Fibre's reasonable request (we will give you at least one month's notice to respond). If we ask, revalidation must include copies of the documents described in clause 12 (a customer declaration alone is not enough). If a household no longer meets the Eligibility Criteria, it is no longer a Qualifying Household, and you must remove the connection from this Offer within one (1) month. If you do

not, or if you knew the household had stopped qualifying, we may invoice you at the Default Price under clause 8 from the date the household stopped qualifying.

15. 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.

16. You remain responsible for complying with this Offer, and for all interactions with, any third party involved in the provision of services to Qualifying Households (**Reseller**), and for each Reseller's acts and omissions as if they were your own. Northpower Fibre is not responsible for provisioning, billing, customer services, contact with authorities, fault reporting and dispute management, and has no obligations to any Reseller under this Agreement.

17. Where you supply services under this Offer through a Reseller, you must: (a) ensure that the Reseller complies with the material terms of this Agreement, in particular the MRP; (b) have a written agreement with that Reseller requiring it to comply with obligations no less onerous than those in clauses 5, 7, 8, 9, 11 to 14 and 18; and (c) if that Reseller materially breaches any of those obligations and Northpower Fibre gives you written notice, stop supplying services under this Offer through that Reseller for new connections. Your obligation to pay the Default Price under clause 8 applies to connections supplied through a Reseller.

18. 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.

19. The Offer is limited to 1,000 Digital Inclusion BS2a 100/20 connections across all RSPs (**Capacity Limit**), including connections under clause 5(a) and any waiver under clause 6. Connections count towards the Capacity Limit on a first-come, first-served basis, in the order Northpower Fibre accepts them under clause 3. Any connection that is cancelled or disconnected under clause 10 frees up its place. Northpower Fibre will give each RSP a quarterly report on the total number of connections under this Offer, and will notify all participating RSPs when, based on its own forecasts, the number of connections is within three months of reaching the Capacity Limit. Northpower Fibre may refuse any order for a new connection under this Offer if the Capacity Limit has been reached or the order would take it over the Capacity Limit. This does not affect connections already provided, which continue on the terms of this Offer for the rest of the term.

20. Northpower Fibre may end this Offer at any time by giving the RSP at least three (3) months' written notice. On expiry or termination of this Agreement, each connection under this Offer will automatically move to Northpower Fibre standard 100/20 plan at the rates in the Price List, unless the RSP asks us in writing, before the expiry or termination date, to disconnect it. Where the RSP asks for a connection to be disconnected, Northpower Fibre may immediately take any action needed to decommission the service.

General Terms

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

22. Terms used but not defined in this Agreement shall have the meanings given in the Northpower Fibre UFB Service Agreement.

23. 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.

24. 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.

25. Northpower Fibre may change this Offer by giving the RSP prior written notice of: (a) at least one month for a change to the MRP; (b) at least 60 Business Days for a change to the price in clause 4; and (c) at least one month for any other change. A change applies to all existing and future connections under this Offer from the date stated in the notice. Any provision of the Northpower Fibre UFB Service Agreement about changes to services, prices or terms does not apply to changes made under this clause.

26. Each party confirms that it has the power and authority to enter into and perform this Agreement, and that the person signing for it is authorised to do so.

27. Each party will keep confidential any information provided by the other party in connection with this Offer, except for disclosure: (a) to its legal or other professional advisers; (b) as needed to enforce this Agreement; (c) as the parties agree in writing; (d) as required by law or the rules of any stock exchange; or (e) by Northpower Fibre to the Commerce Commission, any government agency or Crown entity with an interest in telecommunications or digital inclusion, its shareholders, or its related companies. Northpower Fibre may also publish total (non-identifying) information about uptake of this Offer.

28. The parties will try to resolve any dispute about this Offer at the lowest level possible. Either party may give the other a notice summarising the dispute (**Dispute Notice**). Representatives of the parties will meet within 15 days of the Dispute Notice to try to resolve it. If it is not resolved within that time, either party may refer it to the senior management of both parties, who will try to resolve it within a further 15 days. This clause does not apply to any decision Northpower Fibre makes in its discretion under clause 6, and does not stop either party seeking urgent injunctive relief. Any amount invoiced under clause 8 or clause 14 must be paid by its due date even if it is disputed.