

NUMBER ADMINISTRATION DEED

Version: 8.00
Date: 3 August 2011

NUMBER ADMINISTRATION DEED

THIS DEED is made on the 1st day of May 2000

BETWEEN CLEAR COMMUNICATIONS LIMITED

AND THE INTERNET GROUP LIMITED

AND NEWCALL COMMUNICATIONS LIMITED

AND SATURN COMMUNICATIONS LIMITED

AND TEAMTALK LIMITED

AND TELECOM NEW ZEALAND LIMITED

AND TELSTRA NEW ZEALAND LIMITED

AND VODAFONE NEW ZEALAND LIMITED

AND CALLPLUS LTD

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

- A.** The parties to this Deed are persons providing public switched telecommunications services in New Zealand which desire to establish a telecommunications industry-based mechanism for the centralised and independent administration of the parties' telecommunications numbering resources ("the numbering mechanism").
- B.** Following discussions between the parties and the Government it has been agreed that the numbering mechanism will be established by this Deed and comprise an industry body to oversee number administration, and an independent number administrator to carry out the task of administering the parties' numbering resources.

BY THIS DEED:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Deed, unless the context otherwise requires:

“Associated Person”, in relation to a Party, has the same meaning as in section OD7 of the Income Tax Act 1994;

“Consensus” means, in relation to a decision of the Management Committee, a vote in favour of a decision:

- (a) if at least 50% of the voting representatives are present, by all of the voting representatives present at the meeting of the Management Committee and voting on the decision; or
- (b) if less than 50% of the voting representatives are present at the meeting of the Management Committee:
 - (i) by all of the voting representatives present and voting on the decision; and
 - (ii) if, within three days of an email sent by the Number Administrator to all Parties that outlines the proposed decision and invites votes from the Parties that were not present at the meeting, none of the voting representatives have voted against the decision (including those that voted at the meeting).

In every other circumstance, “Consensus” means the written approval of every Party (including any person which has become a Party by signing a Deed of Accession to this Deed);

“Deed” means this Deed, including, without limitation, its schedules and the Principles, as it may be amended from time to time in accordance with its provisions;

“Deed of Accession” means a deed in the form attached as schedule 1 by which any person not originally a Party to this Deed may become a Party after this Deed is signed;

“Efficient” and “Efficiently” mean efficient or efficiently in economic terms, and includes producing the desired results or effects with minimum waste in resources (including numbering resources) or capital;

“General Principles” means the General Principles set out in clause 2.2 of this Deed;

“Independent Chair” means the Independent Chair of the Management Committee for the time being appointed in accordance with clause 4.3 of this Deed;

“Local Number Portability” means the local telephone number portability service as defined in the Telecommunications Act 2001;

“Management Committee” and “Committee” means the Management Committee established under clause 4 of this Deed;

“Mobile Number Portability” means the cellular telephone number portability service as defined in the Telecommunications Act 2001.

“New Zealand Resident” means, in relation to a natural person, that the person is a New Zealand citizen or ordinarily resident in New Zealand, or, in relation to a body corporate, that is incorporated in New Zealand, or that it is incorporated outside New Zealand but has a place of business in New Zealand. For the purposes of this definition, a person has a place of business in New Zealand only if that person can be served in accordance with rule 6.13(1) of the High Court Rules.

“Number Allocation Rules” or “Rules” means the rules applying to the allocation of the telecommunication numbers subject to this Deed referred to in clause 5.3 of this Deed;

“Number Administrator” means the Number Administrator for the time being appointed under clause 5 of this Deed;

“Numbering Principles” means the Numbering Principles set out in clause 2.4 of this Deed;

“Number Register” means the entire register of Code Blocks, their Applicants, Code Status (as defined in the Rules) and other information required by the Rules.

“Principles” means the General Principles and the Numbering Principles;

“Party” and “Parties” means a party or the parties to this Deed, as the case may be;

“Society”, in relation to cost and benefits to or for society, means costs and benefits to or for the New Zealand economy as a whole;

“Super Majority” means a vote in favour of a decision:

- (a) if at least 50% of the voting representatives are present, by 75% or more of the voting representatives present at the meeting of the Management Committee and voting on the decision; or
- (b) if less than 50% of the voting representatives are present at the meeting of the Management Committee:
 - (i) by 75% or more of the voting representatives present and voting on the decision; and
 - (ii) if, within three days of an email sent by the Number Administrator to all Parties that outlines the proposed decision and invites votes from the Parties that were not present at the meeting, 25% of all of the voting representatives have not voted against the decision (including those that voted at the meeting).

“Telecommunications Numbering Plan” means the telecommunications numbering plan referred to in clause 5.1 of this Deed;

“User Representative” means an organisation (which in turn shall appoint an individual representative) that actively represents the interests of end-users of telecommunications services in New Zealand.

“Voting representative” and “representative” means the nominated representative of a Party entitled to vote at a meeting of the Management Committee as set out in clause 4.2 of this Deed and clause 7 of Schedule 2;

“Working Day” means any day other than:

- (a) a Saturday;
- (b) a Sunday; or
- (c) a public holiday listed in section 44 (1) of the Holidays Act 2003.

1.2 Interpretation

1.2.1 **Headings:** The headings in this Deed are for convenience only and have no legal effect.

1.2.2 **Clauses and schedules:** References to clauses and schedules are references to the clauses and schedules of this Deed. The schedules and the provisions and conditions contained in the schedules will have the same effect as if set out in the body of this Deed. In the event of any conflict between the schedules and the body of this Deed, the provisions of the body of this Deed will prevail.

1.2.3 **Singular and plural:** The singular includes the plural and vice versa.

1.2.4 **Persons:** References to a “person” includes bodies corporate, unincorporated associations or partnerships.

1.2.5 **References to legislation:** A reference to any legislation or to any provisions of any legislation (including regulations or orders) includes that legislation or provision as from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under any such legislation.

1.2.6 **Rules:** A reference to matters arising under this Deed includes, without limitation, the Number Allocation Rules and matters arising under the Number Allocation Rules.

2. PRINCIPLES

2.1 This clause sets out General Principles and Numbering Principles that apply under this Deed. The status of the General Principles is as follows:

- (a) All persons exercising functions, powers and responsibilities under this Deed, including the Management Committee, the Independent Chair,

the Number Administrator, and any Arbitrator appointed under this Deed, must act consistently with the General Principles.

- (b) No provision of this Deed may be amended if the amendment contravenes any of the General Principles.
- (c) Despite clause 2.1(a) and clause 2.1(b), an inconsistency with the General Principles under clause 2.1(a) or a contravention of the General Principles under clause 2.1(b) is to be disregarded for the purposes of this clause 2 if the action or amendment is intended to increase compliance with one or more General Principles and does so, and the detriment of the inconsistency with or contravention of the other General Principle or Principles is outweighed by the benefit arising from the increased compliance with the relevant General Principles.

2.2 The General Principles are:

General Principle 1

Administration of numbering to be for long-term benefit of end-users

Numbering is a finite resource which must be managed in a way that reflects the needs of New Zealand society. The administration of numbering under this Deed must be carried out for the long-term benefit of end-users of telecommunications services in New Zealand.

General Principle 2

Role of numbering

The parties to this Deed recognise the role of the administration of numbering in:

- (a) facilitating any-to-any connectivity between end-users;
- (b) the introduction and supply of carriage services;
- (c) access by customers (or connection by end-users) to those services; and
- (d) the proper routing of calls by carriage service providers.

General Principle 3

Importance of numbering information to end-users

The parties to this Deed recognise the importance of numbering in enabling end-users to understand the level of call charges for calls to a number, and which numbers can be used in connection with the supply of particular carriage services.

General Principle 4

Public costs and benefits

Because the administration of numbering has the potential to result in both public benefits and public costs (in respect of the Parties, the wider industry, and end-users), public benefits and costs must be evaluated and taken into account in the administration of numbering.

General Principle 5

Administration of funds

Funds received from the Parties must be applied responsibly and Efficiently.

2.3 All persons exercising functions, powers and responsibilities under this Deed, including the Management Committee, the Independent Chair, the Number Administrator, and any arbitrator appointed under this Deed, must act consistently with the Numbering Principles.

2.4 The Numbering Principles are:

Numbering Principle 1

Efficient, non-discriminatory allocation of numbering resources

The allocation of numbering resources must:

- (a) be Efficient;
- (b) not constitute a barrier to entry or inhibit competition in a market;
- (c) be transparent and non-discriminatory; and
- (d) provide adequate capacity for the reasonable anticipated needs of the Parties.

Numbering Principle 2

Efficient use of numbering resources

Allocated number resources must be used Efficiently.

Numbering Principle 3

Efficient planning and implementation of numbering

The ongoing planning and implementation of numbering must:

- (a) promote Efficient outcomes;
- (b) adhere to recognised international standards, practices and recommendations wherever practical;
- (c) allow for growth in demand for new and existing telecommunications services;
- (d) minimise the cost to consumers, carriers and service providers of any number changes; and
- (e) take into account the interests of consumers.

Numbering Principle 4

Portability of allocated numbers

All end user numbers that are subject to the Telecommunications Commissioner's determination on Local Number Portability and Mobile Number Portability (as appropriate) must be capable of being ported.

Numbering Principle 5

Tenure

Existing numbering allocations must stand except where changes are required for Telecommunications Numbering Plan development or where an enforcement provision is invoked as a consequence of number allocation misuse or where existing numbering allocations are not Efficient.

Numbering Principle 6

Number ownership

Number allocation does not affect number ownership or other intellectual property rights and number ownership or other intellectual property rights will not prevent or limit the operation of this Deed.

Numbering Principle 7

Network freedom

The Numbering Principles do not limit any Party's rights to implement any numbering related changes in its network in any way it sees fit which is consistent with this Deed and with any outcomes duly specified by the Management Committee or an arbitrator.

Numbering Principle 8

Dispute resolution

Disputes over number issues arising under this Deed are subject to independent resolution based on the Principles.

3. PARTICIPATION

- 3.1 Every person who is a New Zealand Resident and is providing public switched telecommunications services in New Zealand shall be entitled to become a Party to this Deed and thereby participate in the numbering mechanism established by this Deed and be eligible for allocations of numbers in accordance with the Number Allocation Rules. Subject to clause 3.3, no person other than a Party is eligible for allocations of numbers under this Deed. Unless the Parties otherwise agree by Consensus, there shall be no more than one Party for each group of related companies (as defined by section 2(3) of the Companies Act 1993), or group of Associated Persons.
- 3.2 If a person intends to provide public switched telecommunications services in New Zealand, the Number Administrator, on request of such a person, may allocate numbers to that person as if that person was a Party to this Deed, provided that:
 - (a) the person is a New Zealand Resident;
 - (b) the Number Administrator is satisfied (whether on the basis of information supplied by the person intending to provide public switched telecommunications services or otherwise) that such a person does actually intend to provide public switched telecommunications services; and

- (c) any numbers allocated pursuant to this clause shall be relinquished if the person intending to provide public switched telecommunications services:
 - (i) has not become a Party to this Deed; and
 - (ii) has not begun to provide such services, without reasonable excuse,
within 12 months of being allocated the numbers.

No person receiving an allocation of numbers under this clause 3.2 shall be permitted to use those numbers until that person becomes a Party to this Deed and complied with clause 3.3 (where appropriate).

3.3 Code Blocks in the Geographic and Non-Geographic Service Categories containing numbers that are subject to the Telecommunications Commissioner's determination on Local Number Portability or Mobile Number Portability (as appropriate) and allocated to a Party under clause 3.2:

- (a) will be Reserved for up to 6 months while the Commerce Commission determines if the Party is an Access Provider for Local Number Portability or Mobile Number Portability (as appropriate);
- (b) if the Commerce Commission determines that the Party is an Access Provider for Local Number Portability or Mobile Number Portability Service (as appropriate), from the date of the determination from the Commerce Commission, may have the Code Block Reserved for the reservation period defined in the Rules for the Service Category.

For the avoidance of doubt, rule 1.2.20(b) shall apply.

3.4 If at any time the Commerce Commission determines that a Party is not an Access Provider for Local Number Portability Service or Mobile Number Portability Service (as appropriate) and that Party has Geographic or Non-Geographic Code Blocks containing numbers that are subject to the Telecommunications Commissioner's determination on Local Number Portability Service or Mobile Number Portability Service (as appropriate):

- (a) Reserved, these Code Blocks will be Relinquished after 6 months has passed from the date of this Commerce Commission determination where the Party has not succeeded in having that determination altered within that 6 month timeframe;
- (b) Assigned, to the extent possible and permitted by law and existing contracts, other Parties must do whatever is in their power to cease negotiation/arrangements with that Party, until such time as the Number Administrator has advised the matter is resolved.

3.5 Where any person wishes to become a Party, that person shall give notice to that effect to the Number Administrator, which shall investigate whether the person is, in accordance with this Deed, entitled to become a Party.

3.6 At any time that no Number Administrator is currently appointed pursuant to

this Deed, the Parties, on receiving from a person (the “Applicant”) a written request to become a party to the Deed, including a bona fide written acknowledgement (to the satisfaction of all of the Parties) that the Applicant has requested to become a party to the Deed with the intention and understanding that it be bound by the terms of the Deed, may determine by the written agreement of at least 75% of all the Parties, that the Applicant is eligible to become a Party to the Deed. On making such a determination, the Parties shall forward to the Applicant a Deed of Accession (in the form prescribed in Schedule 1 to the Deed) for the Applicant to execute and thereby become a Party to the Deed. If any Applicant which has made a request and given an acknowledgement complying with this clause 3.6 is a person which is named in this Deed as an intended party to it, but which did not execute this Deed on or before 15 December 1998, the Applicant will be treated as being eligible to become a party to this Deed without any determination as to eligibility being required and the Parties shall forward to the Applicant a Deed of Accession (in the form prescribed in Schedule 1 to the Deed) for the Applicant to execute and thereby become a Party to the Deed.

- 3.7 If the Number Administrator is satisfied that such person is entitled to become a Party, then it shall make a preliminary determination to that effect and notify all Parties. Thereafter, the Number Administrator shall follow the procedure in relation to number allocation specified in the Rules (with all necessary modifications to suit the circumstances) and, once the Number Administrator makes a final determination that such person is entitled to become a Party, shall forward to the person concerned a Deed of Accession for signature. The decision of the Number Administrator shall be subject to dispute resolution under clause 6.
- 3.8 Subject to clause 3.7, upon signing such a Deed of Accession, the person shall become a Party.
- 3.9 Clauses 3.1-3.7 are intended to confer a benefit on persons wishing to become Parties and may be enforced by them under the Contracts Privity Act 1982.
- 3.10 The Parties (including any person becoming a Party by signing a Deed of Accession) agree to all their public switched telecommunications numbering resources being administered in accordance with the terms of this Deed. The Parties signing this Deed will make arrangements to place their numbering resources under the administration of the Number Administrator as soon as practicable after the appointment of the Number Administrator and any person becoming a Party by signing a Deed of Accession shall do so as soon as practicable after the date of the Deed of Accession. For the avoidance of doubt, nothing in this clause impacts on or detracts from the effect of clause 10.2.
- 3.11 Subject to clause 3.13 and 3.14 (where applicable), a Party to this Deed may withdraw from participation in the numbering mechanism established by this Deed by giving 12 months’ (or a notice period of less than 12 months if determined by the agreement of at least 75% of the Parties,) written notice to

that effect to the Management Committee. Subject to clause 3.12, such withdrawal shall have the effect of removing that person as a Party to this Deed and from the date such notice is given that person shall be released from any further liability under this Deed.

- 3.12 The withdrawal of a Party from this Deed by written notice in accordance with clause 3.11 shall not release that person from any liabilities under this Deed incurred before the date of such notice being given. A withdrawing Party shall not be eligible for any further allocations of numbers from the date that their notice given under clause 3.11 is received by the Number Administrator. A withdrawing Party shall not receive any refund or credit note for any membership fees paid.
- 3.13 If a Party has had no numbers allocated to it pursuant to this Deed at the time it seeks to withdraw from participation in the numbering mechanism established by this Deed, that Party may withdraw by giving 5 Working Days notice.
- 3.14 Prior to the date that a Party is due to withdraw from participation in the numbering mechanism established by this Deed, that person must either relinquish any numbers allocated to it and/or make arrangements with the Number Administrator for them to be reallocated to a continuing Party.
- 3.15 Where a Party transfers any of its rights or benefits in respect of telecommunications numbers to a person who is not a Party to this Deed as part of the sale of all or part of its public switched telecommunications business, such transferee shall be required to comply with clauses 3.5-3.6 in order to become a Party to this Deed.
- 3.16 Where any Party ceases to provide public switched telecommunications services in New Zealand or goes into liquidation, it will be deemed to have withdrawn under clause 3.11 and must either relinquish any numbers allocated to it or make arrangements with the Number Administrator for them to be reallocated to a continuing Party.

4. GOVERNANCE ARRANGEMENTS

- 4.1 The Parties shall establish a Management Committee to administer this Deed. The Management Committee shall comprise:
 - (a) one representative from each Party;
 - (b) an Independent Chair; and
 - (c) a User Representative.
- 4.2 Each Party shall, as soon as practicable, give notice to the other Parties and to the Independent Chair, in the manner specified in clause 11, of the person appointed to represent it on the Management Committee as its voting representative. Unless the Parties otherwise agree by Consensus, there shall be no more than one voting representative for each group of related companies (as defined in section 2(3) of the Companies Act 1993), or group of Associated

Persons, in relation to a Party. Additional provisions applicable to voting representatives are set out in clause 7 of Schedule 2.

- 4.3 The Parties shall, as soon as practicable, arrange for the appointment of the Independent Chair of the Management Committee. The appointment of the Independent Chair shall be for a term of 2 years. A failure by the Management Committee to reach a Consensus decision on the appointment and terms of appointment of any subsequent Independent Chair within 40 Working Days of the position becoming vacant shall be subject to dispute resolution.
- 4.4 The Independent Chair shall be engaged by the Parties to carry out the following responsibilities:
- (a) Chairing the meetings of the Management Committee;
 - (b) Liaising with the Number Administrator for the purpose of ensuring the arranging and recording of meetings of the Management Committee;
 - (c) Carrying out the enforcement duties set out in this Deed; and
 - (d) Such other matters as may be required by the Management Committee by a Super Majority.
- 4.5 The Independent Chair shall not have a deliberative or a casting vote with respect to Management Committee decisions subject to a majority vote and shall not form part of a Consensus.
- 4.6 The User Representative will be appointed by a majority vote of the voting representatives present and voting at the first meeting of the Management Committee of each financial year. The User Representative has the right to attend all meetings of the Management Committee but has no voting rights.
- 4.7 The Management Committee shall hold its first meeting as soon as practicable and shall meet at such times and places as the Independent Chair from time to time determines or as 3 or more Parties request. However, in no event shall the time between Management Committee meetings be greater than 6 months.
- 4.8 The procedures for meetings of the Management Committee and subcommittees of the Management Committee shall be those set out in Schedule 2.
- 4.9 Decisions of the Management Committee shall be made by majority vote of the voting representatives present, provided that decisions on the following matters require a Super Majority:
- (a) changes to the Telecommunications Numbering Plan;
 - (b) the establishment of or changes to Number Allocation Rules;
 - (c) the appointment of the Number Administrator and the determination of the terms of appointment; and,

- (d) other decisions required under this Deed to be made by a Super Majority.
- 4.10 The Management Committee may, by a Super Majority, appoint sub-committees to deal with any particular issue but shall appoint a sub-committee to manage the relationship between the Management Committee and the Number Administrator. The Management Committee shall, by a Super Majority, agree the terms of reference of each subcommittee.
- 4.11 Sub-committees shall comprise those Parties who indicate a desire to be on the applicable sub-committee from time to time.
- 4.12 The operational costs of administering this Deed shall be recovered from Parties by the Management Committee on the basis that each Party shall pay an annual fixed fee in an amount determined by a majority vote of the Management Committee. The fee shall be prorated if a Party joins mid way through the financial year, provided that the minimum amount payable shall be 50% of the annual fee, regardless of the date of becoming a party.
- 4.13 A Party that pays the minimum 50% of the annual fee under clause 4.12, but joins the NAD with less than 50% of the financial year remaining, shall receive a credit on the following year's fee in the amount of the excess fee that was paid above the time that they were a NAD member in the previous financial year.

For example, a Party that pays 50% of the annual fee but was only a Party for 10% of the financial year shall receive a 40% credit on the subsequent year's fee, being the difference.

For the avoidance of doubt, if a Party withdraws from this Deed prior to the start of a new financial year, they shall not receive any credit or refund for any amounts paid under clause 4.12.

- 4.14 For the avoidance of doubt, each Party shall bear its own costs of participating in the proceedings of the Management Committee and any sub-committee, and in making applications for number allocations. The current fees agreed by the Management Committee are annexed as Schedule 3 to this Deed.
- 4.15 If a Party fails to pay any amount payable under this Deed or the Rules, subject to clause 6 of this Deed, the Number Administrator shall implement the policy regarding non-payment approved by the Management Committee (as amended from time to time).

5. NUMBERING ADMINISTRATION

- 5.1 The Telecommunications Numbering Plan comprises:
 - (a) the Number Allocation Rules; and,

- (b) the Number Register
- 5.2 Number allocations existing as at the date of this Deed shall remain in effect, subject to this Deed.
- 5.3 The Management Committee shall, arrange for the appointment of an independent Number Administrator to administer the Telecommunications Numbering Plan. The appointment of the Number Administrator shall be made, and the terms of appointment (including the term) determined, by a Consensus decision of the Management Committee. A failure to reach a Consensus decision on the appointment of, or the terms of appointment of, the Number Administrator shall be subject to dispute resolution.
- 5.4 The Number Administrator shall have duties prescribed by the Management Committee which shall include:
- (a) Allocating numbering resources in accordance with the Number Allocation Rules;
 - (b) Developing recommendations for new rules in consultation with interested Parties;
 - (c) Developing and investigating proposals, following a Management Committee instruction, for changes to the Telecommunications Numbering Plan, in consultation with interested Parties;
 - (d) Analysing the Number Register to forecast number usage and consumption (including gathering relevant information from Parties) and formulating proposed steps to ensure the numbering resource is effectively and efficiently maintained;
 - (e) Maintain relationships with the Number Administrators equivalents in key overseas bodies;
 - (f) Keep abreast of numbering issues both within New Zealand and overseas and prepares papers highlighting emerging issues relating to numbering management;
 - (g) Research and recommend changes to the arrangements in New Zealand relating to numbering;
 - (h) Providing a Management Committee secretariat, including for sub-committees;
 - (i) Maintaining relationships with key stakeholders, including Government departments and the Telecommunications Commissioner.
 - (j) Manage the NAD finances, including preparing regular finance reports for the Management Committee; and
 - (k) Other duties as specified by the Management Committee by the agreement of at least 75% of all voting representatives present and voting on the decision.

- 5.5 Parties shall be entitled to apply to the Number Administrator for an allocation of numbers in accordance with the Number Allocation Rules.
- 5.6 The Number Administrator shall expeditiously deal with all applications for number allocations and, following the making of a decision, shall notify all Parties of that decision in the manner prescribed by the Management Committee.
- 5.7 The Number Administrator shall make number allocations in accordance with this Deed and the Number Allocation Rules.

6. DISPUTE RESOLUTION

- 6.1 The following matters are referable to dispute resolution in accordance with the terms of this Deed:
- (a) All decisions of the Number Administrator, except decisions which are still open for reconsideration;
 - (b) Decisions of the Independent Chair on allegations of breaches of this Deed, breaches of decisions made under this Deed, and breaches of the Number Allocation Rules; and
 - (c) Any other act or decision which any Party considers to be inconsistent with the Principles.
- 6.2 A Party affected by a decision of the Number Administrator which is referable to dispute resolution and which that Party objects to, may give notice referring the matter:
- (a) in the first instance, to the Management Committee for review; and
 - (b) subsequently, to arbitration.
- 6.3 When a matter is referred to the Management Committee under clause 6.2 and the Committee, on reviewing the decision of the Number Administrator, reaches a Consensus decision on the matter, that decision shall apply. Alternatively, the Management Committee may review or amend the Deed or the Number Allocation Rules in accordance with the requirements of this Deed, and the Number Administrator shall review their decision in light of that amendment. If the Management Committee fails to reach a decision on the matter, the Party objecting may give notice referring the matter to arbitration.
- 6.4 If the Management Committee fails to reach Consensus on any matter requiring a Consensus decision under the terms of this Deed, any Party affected by the matter in dispute may give notice referring the matter to arbitration.
- 6.5 A Party affected by a decision of the Independent Chair which is referable to dispute resolution under this Deed, including an allegation that the Party is in breach of the Deed or the Number Allocation Rules, being a decision to which that Party objects, may give notice to the Number Administrator that they

dispute the decision/allegation and give notice referring the matter to arbitration. The Independent Chair may ask the Management Committee to review the matter at any time to clarify or amend the Deed and/or Number Allocation Rules (as appropriate) as the Management Committee see fit in accordance with the Principles.

- 6.6 Any notice given under clause 6.2, 6.3, 6.4 or 6.5 shall:
- (a) be served on the other Parties and, in the case of a notice of dispute issued under clause 6.2, 6.3 or 6.5 shall be so served within 15 Working Days of notification of the decision being challenged or, in the case of a failure of the Management Committee to reach a Consensus decision on a review of the decision of the Number Administrator, within 15 Working Days of notification by the Independent Chair of such failure;
 - (b) state the grounds of the challenge, or basis of the disagreement or dispute (as the case may be), and the relief sought by the Party giving the notice; and
 - (c) in the case of a notice given under clause 6.2, 6.3 or 6.5, shall have the effect of staying the implementation of the decision under challenge, including any enforcement action, until resolution of the dispute by the Management Committee or the duly appointed arbitrator.
- 6.7 A Party on whom a notice is served under clause 6.6, and who is affected by the decision being challenged or the matter in dispute may give notice electing to be a Party to the dispute, but otherwise may not participate in the resolution of the dispute.
- 6.8 Any notice given under clause 6.7 shall:
- (a) be served on each other Party within 10 Working Days of receipt of the notice given under clause 6.6; and
 - (b) state the relief being sought by the Party giving notice.
- 6.9 The parties to a dispute shall be those Parties who duly elect to be a party to the dispute by giving notice in accordance with clause 6.7. The parties to a dispute shall be entitled to be heard by the Management Committee or the arbitrator, as the case may be, concerning the dispute.
- 6.10 Subject to this Deed, and unless the parties to a dispute otherwise agree, an arbitration shall be conducted as follows::
- (a) the arbitration will be subject to the Arbitration Act 1996 and its Schedules;
 - (b) the parties to the arbitration shall be the Party giving the notice of reference to arbitration and any other Party which gives notice that it also wishes to become a party to the arbitration;

- (c) the parties to the arbitration shall agree upon a single arbitrator not later than 10 business days after all such parties have been identified;
- (d) absent agreement under Clause 6.10(c), any party to the arbitration may apply to the President of the New Zealand Law Society (or his or her nominee) and they shall appoint the arbitrator;
- (e) the arbitrator shall adopt, wherever practicable, a simplified and expedited procedure. If feasible in the circumstances the arbitrator will endeavour to complete the arbitration within two months of the arbitrator's appointment (or such lesser period as is appropriate);
- (f) the arbitrator may determine the dispute without a hearing unless any party gives notice that it requires a hearing (and such notification shall be a material consideration in the ultimate assessment of costs);
- (g) the arbitrator shall decide the dispute in accordance with the laws of New Zealand;
- (h) the arbitrator must not adopt inquisitorial processes;
- (i) for the purposes of an arbitration, the arbitrator may appoint one or more experts to report on specific issues to be determined by the arbitrator. The cost of any expert shall be deemed a cost of the arbitration and, unless the arbitrator determines otherwise, shall be borne equally by the parties to the arbitration in accordance with clause 6.13;
- (j) the arbitration shall otherwise be conducted in accordance both with the Act and any model arbitration agreement, which is agreed by the Management Committee by Consensus; and
- (k) for the avoidance of doubt, clause 3(1) and clauses 4 and 5 of the Second Schedule of the Act shall apply, and any party may appeal to the High Court on questions of law arising out of an award.

6.11 The arbitrator must:

- (a) give full effect to the Principles;
- (b) provide copies of any assistance or report to the parties to the dispute;
- (c) allow each party to the arbitration to make submissions in response to that assistance or support;
- (d) allow each party to the arbitration to produce evidence on any issue raised in that assistance or report; and,
- (e) allow each party to the arbitration to make submissions in response to any evidence produced by any other party.

6.12 Information or documents confidential to a party may be disclosed to another party in the course of the arbitration. A recipient party shall not:

- (a) use any such information or document otherwise than for the purposes of the arbitration;
- (b) disclose any such information or document to a third party (other than to a professional or other adviser who shall first have entered into a confidentiality deed in favour of the disclosing party and providing that he or she will conform to this clause 6.12), other than:
 - (i) to a party;

(ii) to a mediator, arbitrator or Court; or

(iii) as compelled by law;

and will return all such material to the disclosing party on completion of the arbitration (or any appeal arising from it).

6.13 A party to a dispute shall bear its own costs and, where the matter is referred to arbitration, the arbitrator may allocate costs as between the parties to a dispute in a manner that it considers to be fair and just. The arbitrator may allocate costs to a Party who is not a party to the dispute where it considers that such Party receives a significant benefit from the arbitration, but must first give notice to any such Party of his or her intention to do so and give the Party the opportunity to be heard by the arbitrator before allocating any costs to such Party.

6.14 Notwithstanding the above dispute resolution procedures, a Party may at any time commence court proceedings relating to any dispute if that Party seeks urgent interlocutory or interim relief. Otherwise, and except where a party to the dispute chooses to pursue any rights it may have under the Telecommunications Act 2001 (as amended), the dispute resolution procedures in this Deed are mandatory and Parties agree not to resort to court proceedings. If court proceedings are commenced, a relevant Party shall be entitled to seek a stay of court proceedings in favour of an appropriate dispute resolution procedure under this Deed. All the provisions in this clause 6 as to dispute resolution shall apply, irrespective of whether any party to the determination of which they form part has filed the determination in the High Court as provided for in Part A of the Telecommunications Act 2001.

6.15 Except where the dispute renders it impossible to do so, the parties to the dispute will continue performing their respective obligations under this Deed and the Number Allocation Rules while the dispute is being resolved or is subject to expert determination, arbitration or court proceedings or any Party pursuing its rights under the Telecommunications Act 2001. Each Party must use all reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimum effect on the ability of any Party to perform its obligations under this Deed or the Number Allocation Rules.

6.16 Once the arbitrator has made their final decision in an arbitration, if the decision cites a problem or defect with the Deed or the Number Allocation Rules then the Number Administrator will refer the decision to the Management Committee in order for it to review, where appropriate, any applicable clause in this Deed or the Number Allocation Rules.

7. ENFORCEMENT

7.1 The Parties to this Deed shall abide by this Deed, all final decisions made under this Deed, and the Number Allocation Rules.

- 7.2 Where the Number Administrator or any Party to this Deed considers that a Party is in breach of the Deed, a final decision made under the Deed, or the Number Allocation Rules, that person may make an allegation in writing to that effect to the Independent Chair.
- 7.3 Where an allegation is made to the Independent Chair under clause 7.2, the Independent Chair shall inquire into the matter (or arrange for such inquiry to be undertaken by the Number Administrator or another independent person on his or her behalf) and determine whether a breach has occurred.
- 7.4 Either the Independent Chair or the Party that is the subject of the allegation may request and arrange for an independent audit of the Party's compliance procedures in relation to the obligations in the Deed and/or the Number Allocation Rules in order to ascertain the validity of the alleged breach. The auditor must be approved by and report to the Independent Chair on compliance with the obligations in the Deed and/or the Number Allocation Rules. The Party will be required to implement recommendations of the audit;
- 7.5 If the Independent Chair is satisfied that a breach in terms of clause 7.2 has occurred, the Independent Chair will instruct the Number Administrator to issue the defaulting Party with a written:
- (a) Caution Notice of Breach; or
 - (b) Warning Notice of Breach; or
 - (c) Final Warning Notice; or
 - (d) Public Disconnection Notice; or
 - (e) Removal Notice.
- 7.6 The Number Administrator may only issue the notices listed in clause 7.5 sequentially from (a) to (e) at the instruction of the Independent Chair. The Independent Chair may instruct the Number Administrator to issue a repeat notice of a type a Party has already received for the same breach if the Independent Chair considers it would be fair and just to do so in the individual circumstances of the breach and the actions of the Party, including any attempts at remediation.
- 7.7 The Number Administrator will provide a copy of any Warning Notice, Final Warning Notice, Public Disconnection Notice or Removal Notice issued to all Parties and to the Commerce Commission.
- 7.8 Where any notice under clause 7.5 requires a timetable to be specified, the Independent Chair shall also consider the requirements of the Parties not subject to the notice if that timetable will impact upon them.

Caution Notice of Breach

- 7.9 The written Caution Notice of Breach to the Party will include a request that one or more of the following actions be undertaken by that Party:

- (a) Rectification of the breach;
- (b) Specific corrective actions; and,
- (c) An internal review of the Party's state of compliance with the obligation.

7.10 The Caution Notice of Breach will specify a timetable within which the action is required to be completed, with duration dependent upon the nature and complexity of the action. The Independent Chair will also seek confirmation from the Party of receipt of the Caution Notice of Breach.

Warning Notice of Breach

7.11 The written Warning Notice of Breach to a Party is a more severe version of the Caution Notice of Breach, and may be appropriate for situations where the Party has failed to undertake voluntarily the actions requested by the Caution Notice of Breach, within the timetable specified therein. The Warning Notice of Breach will include an order that one or more of the following actions be undertaken by the Party:

- (a) Rectification of the breach;
- (b) Specific corrective actions; and,
- (c) that the Party conduct relevant education of its relevant staff to address knowledge inadequacies that may have led to the breach.

7.12 The Warning Notice of Breach will nominate a timetable within which the action is required to be completed, and the steps needed to be taken by the Party to address the action required by the Warning Notice of Breach, with duration dependent upon the nature and complexity of the action. The Independent Chair will also seek confirmation from the Party of receipt of the notice.

Final Warning Notice

7.13 The written Final Warning Notice to a Party is a final warning that if the Party does not undertake action demanded of it in the Caution Notice or the Warning Notice that the Independent Chair may escalate enforcement proceeding to a Public Disconnection Notice. The Final Warning Notice shall include:

- (a) details of the breach;
- (b) summary of the prior notices issued to the Party and responses to those notices (if any);
- (c) a final timetable by which corrective action must be completed by the Party;
- (d) a written statement informing the Party that unless action is taken in accordance with the timetable in (c) and to the reasonable satisfaction of the Independent Chair, that the Independent Chair will instruct the Number Administrator to:
 - (i) issue a Public Disconnection Notice; and,

- (ii) request the other Parties to cease carrying the Party's telecommunications traffic in accordance with that Public Disconnection Notice;
and noting that this will impact the Party's ability to provide services to its end users.
- (e) a warning that the Party may ultimately be issued with a Removal Notice unless corrective action is taken.

Public Disconnection Notice

7.14 In the event of a refusal or failure on the part of the Party to undertake to the Independent Chair's satisfaction any actions required by a Final Warning Notice of Breach within the timetable specified therein, the Party will promptly be formally advised by the Independent Chair that a Public Disconnection Notice is to be prepared for widespread publication. The Party will be sent an advance copy of the intended Public Disconnection Notice, which will:

- (a) identify the Party by name;
- (b) identify the Number Administration Deed and its status as the administrator of the New Zealand Numbering Plan;
- (c) give details of the breach;
- (d) list all requests/orders previously made of the Party;
- (e) report on whether an independent audit has been ordered and, if so, state the results of the audit;
- (f) state that at the date of publication, the requests of the Caution Notice(s) of Breach and the orders of the Warning Notice(s) of Breach and Final Warning Notice(s) of Breach have not been complied with;
- (g) contain a statement informing the public that the other Parties have been advised to discontinue carrying the telecommunications traffic of the Party, effective as at a date 20 Working Days from the date of the notice, and that on that date end users of the Party's services will have their service provided by an alternate provider. End users affected by this action should be advised to contact the Party in the first instance.

7.15 The Party will also be advised that publication of the Public Disconnection Notice will not occur until a specified time period has elapsed from the date the advance copy of the Public Disconnection Notice is sent, (the period of time is at the discretion of the Independent Chair). If the Independent Chair is fully satisfied that the Party has fully complied as ordered prior to the date the Public Disconnection Notice is due to be published, then the Public Disconnection Notice shall not be published.

7.16 Prior to the date of publication of the Public Disconnection Notice, the Party that is subject to the notice must take all reasonable steps to find an alternate service provider that is a Party to this Deed and able to provide services to the end users affected by the notice. If, at the date of publication of the notice, the Party has not informed the Number Administrator of an alternate provider, the Management Committee may appoint a Party at its discretion to provide the

services. The Party that is subject to the notice must provide all reasonable assistance to the alternate provider in order to ensure that the impact upon the end users is minimised to the greatest extent possible.

- 7.17 If the Public Disconnection Notice is proceeded with, it will be published in the New Zealand Gazette, national newspapers, the NAD website and at the Independent Chair's discretion, may be published in any relevant industry newsletter or magazine, in regional newspapers or in consumer bulletins.
- 7.18 If the Public Disconnection Notice is proceeded with then the Parties to this Deed not subject to the Public Disconnection Notice must, upon receiving notice from the Number Administrator that the Public Disconnection Notice has been published, the date of its publishing, and confirmation that the number ranges allocated to the Party subject to the Public Disconnection Notice have not been assigned to a continuing Party, take all reasonable steps to deactivate the number ranges assigned to that Party in their networks, no earlier than 20 Working Days from the date the Public Disconnection Notice is published. For the avoidance of doubt, if the number ranges allocated to that Party are assigned to a continuing Party, then the Parties to this Deed shall not be required to deactivate those numbers under this clause.
- 7.19 The Parties to this Deed acknowledge that clause 7.18 is necessary in order to give effect to this Deed and/or the Number Allocation Rules and will take all reasonable steps to ensure that any agreement or arrangement that they enter into with other Parties for the carriage of telecommunications traffic will give effect to the requirements of this clause. For the avoidance of doubt, no Party shall be deemed to be in breach of this clause 7.19 for failure to comply within the first 12 months from the date of this Deed.

Removal Notice

- 7.20 In the event of a refusal or failure on the part of the Party to undertake to the Independent Chair's satisfaction any actions to remedy the breach following the publishing of the Public Disconnection Notice, the Independent Chair may issue the Party with a Removal Notice. The Removal Notice will inform the Party that as at a date to be specified by the Independent Chair, being no earlier than 20 Working Days from the date of publication of the Public Disconnection Notice, the Party's participation in this Deed shall be terminated.
- 7.21 As a result of a Removal Notice being issued, the following shall apply:
- (a) the Party's participation in the Deed shall terminate on the date specified in the Removal Notice as if the Party had given notice personally in accordance with clause 3.12 of the Deed.
 - (b) any Code Blocks that the Party has been allocated that have the status Reserved shall be reclassified as Spare;
 - (c) any Code Blocks that the Party has been allocated that have the status Assigned shall be reclassified as Unallocatable, and the Number

Administrator shall seek instruction from the Management Committee at its next meeting on how those Code Blocks are to be treated in the future;

- (d) the Party shall forfeit any monies paid to the Number Administration Deed, however it shall remain liable for any amounts owed to the Number Administration Deed prior to the date of the Party's withdrawal;
- (e) the Party may reapply to be a Party to the Number Administration Deed but any application may be subject to any reasonable stand down period or specific undertakings or assurances at the discretion of the Management Committee (to be determined by agreement of at least 75% of the Parties). If 75% of the Parties cannot agree any specific requirements then the standard provisions in clause 3 of this Deed shall apply.

General

7.22 If an audit report states that the Party has complied with the Deed and/or the Number Allocation Rules then:

- (a) if the audit was undertaken due to an allegation from another Party then the Audit Costs will be payable to the Independent Chair by that alleging Party;
- (b) if the audit was undertaken due to an allegation by the Number Administrator, then the NAD shall reimburse the costs of the Independent Chair .

7.23 If the audit report states that the Party has not complied with the Deed and/or the Number Allocation Rules then the Audit Costs will be payable by that Party.

7.24 Notwithstanding clauses 7.23 and 7.24, the Independent Chair may, if he considers it fair and equitable to do so, split the proportion of the Audit Costs between the audited party and the relevant party under clause 7.23. The Independent Chair shall in all cases have due regard to any findings of the audit report indicating contributory factors or the level of the severity of the breach before determining to split the Audit Costs under this clause.

7.25 For the purposes of clauses 7.23 and 7.24, "Audit Costs" means the aggregate of:

- (a) the Independent Chair's reasonable direct costs in respect of the audit (including auditing and legal fees); and
- (b) such costs of the audited Party in respect of time involved in assisting the audit as are submitted by the Party to the Independent Chair which the Independent Chair determines are fair and reasonable.

7.26 Notwithstanding clauses 7.4-7.21, if a Party raises a dispute in accordance with the Dispute Resolution procedures in clause 6 of this Deed, all enforcement

action, including any timetables specified in any notice, must be immediately suspended until the dispute resolution process is concluded.

8. COMMERCE ACT

- 8.1 The Parties to this Deed shall investigate whether a Commerce Act 1986 section 58 authorisation is required in respect of any of the provisions of this Deed and until such investigation is completed, this Deed will not come into force. In no event shall the investigation under this clause last for a period greater than 10 Working Days (within the meaning of section 2(1) of the Commerce Act) from the date this Deed is signed.
- 8.2 If as the result of that investigation the Parties do not reach Consensus that an authorisation is not required, then application shall be made for that authorisation within 15 Working Days (within the meaning of section 2(1) of the Commerce Act) after this Deed is entered into, and those provisions in respect of which authorisation is required shall not come into force unless and until authorisation is granted to give effect to those provisions, but all other provisions will come into effect immediately after the investigation is completed.
- 8.3 If as a result of that investigation, it is agreed that no authorisation is required, then all provisions of this Deed shall come into force immediately after the investigation is completed.
- 8.4 If application is made for authorisation, the costs shall be borne by the Parties in the manner set out in Schedule x.
- 8.5 Nothing in this Deed affects the rights of any Party under the Commerce Act 1986 or the Fair Trading Act 1986.

9. CONFIDENTIALITY

- 9.1 The Parties acknowledge that this Deed is a public document and that none of its provisions is confidential or commercially sensitive.
- 9.2 The Parties acknowledge that in the course of administering telecommunications numbering under this Deed, some Parties may make available commercially sensitive and valuable information relating to their organisation or their customers. All such information shall be treated as confidential by the recipient of it and shall not be disclosed or used outside of the numbering mechanism unless:
- (a) It is necessary to enable the relevant Party to fulfil its obligations under this Deed;
 - (b) The information is obtained by the relevant Party other than through being a Party to this Deed;
 - (c) The relevant Party is required to do so by law; or

- (d) The information comes into the public domain other than through a breach by the recipient of this clause 9.2.

9.3 The Number Administrator shall treat all information it receives in the course of administering the Telecommunications Numbering Plan as confidential in accordance with this clause 9, and shall not disclose that information to any other Party or other person unless authorised to do so by the disclosing the Party.

9.4 No Party shall make any public announcement relating to the affairs of the Management Committee, or to this Deed, without the prior approval of the Committee.

10. EFFECT OF DEED

10.1 The terms and provisions of this Deed or anything arising under this Deed shall not affect or limit the terms and provisions of any agreement between any of the Parties on interconnection matters. In particular, nothing in or arising under this Deed shall directly or indirectly affect, alter or be capable of amending terms and conditions of agreements relating to the activation of allocated numbers, the routing of calls, or the passing of calls between any of the networks of the Parties.

10.2 Nothing in or arising under this Deed shall require a Party to activate allocated numbers, route calls, or pass calls from one Party's network to another Party's network or restrict a Party's right to do so; these matters are dealt with in other agreements between the Parties. No other agreements, including agreements on interconnection matters, between any, but not all Parties shall affect, alter, or be capable of amending in any way this Deed to the extent that this Deed governs number administration matters.

10.3 Nothing in, or arising under, this Deed shall affect any ownership or other intellectual property rights of any Party in any numbers or numbering plan.

10.4 No Party shall rely on number ownership or other intellectual property rights to prevent or limit the operation of this Deed.

11. NOTICES

11.1 Any notice or communication given under this Deed shall be in writing.

11.2 Notices to a Party to this Deed, the Management Committee, the Independent Chair or the Number Administrator shall be:

- (a) Delivered by hand to the designated address of the Party, Management Committee, Independent Chair or Number Administrator; or
- (b) Sent by post with postage prepaid, by facsimile or by email to the Party, Management Committee, Independent Chair or Number Administrator at that designated address.

- 11.3 A notice or other communication delivered by hand shall be deemed to have been received at the time of delivery, provided that if the delivery is not made on a Working Day, or is made after 5.00pm on a Working Day, then the notice or other communication will be deemed to have been delivered on the next business day.
- 11.4 A notice or other communication delivered by prepaid post shall be deemed to have been received on the second Working Day after posting.
- 11.5 A notice or other communication sent by facsimile shall be deemed to have been received on the day of transmission:
Provided that if the day of transmission is not a Working Day, then the notice or other communication will be deemed to have been given on the next Working Day after the day of transmission.
- 11.6 A notice or other communication sent by email transmission shall be deemed to have been received when transmitted to the correct email address of the recipient, provided that if the day of transmission is not a Working Day, then the notice or other communication will be deemed to have been given on the next Working Day after the day of transmission.
- 11.7 A designated address of a Party for the purpose of this Deed shall be that address set out below its name in the execution section of this Deed or such other address as is specifically designated by that Party by notice given to the other Parties and the Independent Chair and the Number Administrator or, in the absence of such notice, the ordinary business address of that Party.
- 11.8 The designated address of the Management Committee shall be the designated address of the Independent Chair which shall be that address specifically designated by the Independent Chair by notice given to the Parties and the Number Administrator or, in the absence of such notice, the ordinary business address of the Independent Chair.
- 11.9 The designated address of the Number Administrator shall be that address specifically designated by the Number Administrator by notice given to the Parties or, in the absence of such notice, the ordinary business address of the Number Administrator.
- 11.10 References to a designated address in this clause means a street address, postal address, facsimile number or email address.

12. AMENDMENT

- 12.1 The Parties recognise the need for transparent operation and control of New Zealand's numbering resources and will consult with interested parties regarding any substantive proposed changes to this Deed or the Rules, including any change that will directly affect end users.

12.2 The following clauses of this Deed may be amended only by the written agreement of all the Parties:

- (a) clause 2;
- (b) clause 3;
- (c) clause 4;
- (d) clause 5.4;
- (e) clause 5.7;
- (f) clause 6;
- (g) clause 7;
- (h) clause 9; and
- (i) clause 12.

12.3 All other clauses of this Deed may be amended by the written agreement of at least 75% of the Parties.

12.4 For the avoidance of doubt written agreement includes agreement by email by a person with the requisite authority of the relevant Party he or she represents.

13. NO ASSIGNMENT

Subject to clauses 3.14 and 3.15, no Party may assign its rights under this Deed to any person.

14. NO PARTNERSHIP

14.1 Nothing in this Deed or in the relationship between the Parties shall be construed as in any sense:

creating a relationship between:

- (a) any two or more of the Parties; or
- (b) any associated persons of those Parties; or

giving to any Party or any associated person of that Party any of the rights, or subjecting any Party or any associated person of that Party to any of the liabilities, of a partner.

14.2 Without limiting any express contractual obligation to act in good faith, nothing in this Deed shall evidence or be deemed to constitute a fiduciary relationship between any or all of the Parties. Accordingly, any fiduciary duties which may otherwise be implied are hereby excluded, and each Party may act in its own self interest so long as it complies with this Deed.

15. COUNTERPARTS

This Deed may be executed in any number of counterparts. Once a party has executed a counterpart, and sent a copy to the Number Administrator, that counterpart shall be deemed to be as valid and binding on the party executing it as if it had been executed by all the Parties.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first hereinbefore written:

SIGNED for and on behalf of)
CLEAR COMMUNICATIONS LIMITED)
)
By _____, Director) _____

)
By _____, Director) _____

SIGNED for and on behalf of)
COMPASS COMMUNICATIONS LIMITED)
)
By _____, Director) _____

)
By _____, Director) _____

SIGNED for and on behalf of)
GLOBAL ONE COMMUNICATIONS LIMITED)
)
By _____, Director) _____

)
By _____, Director) _____

SIGNED for and on behalf of)
NEWCALL COMMUNICATIONS LIMITED)
)
By _____, Director) _____

)
By _____, Director) _____

SIGNED for and on behalf of)
SATURN COMMUNICATIONS LIMITED)
)
By _____, Director) _____

)
By _____, Director) _____

SIGNED for and on behalf of)
TEAMTALK LIMITED)

By , Director)
_____)

By , Director)
_____)

SIGNED for and on behalf of)
TELECOM COMMUNICATIONS LIMITED)

By , Director)
_____)

By , Director)
_____)

SIGNED for and on behalf of)
TELSTRA NEW ZEALAND LIMITED)

By , Director)
_____)

By , Director)
_____)

SIGNED for and on behalf of)
VODAFONE NEW ZEALAND LIMITED)

By , Director)
_____)

By , Director)
_____)

SIGNED for and on behalf of)
WORLDXCHANGE LIMITED)

By , Director)
_____)

By , Director)
_____)

SCHEDULE 1

DEED OF ACCESSION

Date:

PARTIES:

- (1) [THE PARTIES TO THE DEED AT THE TIME TO BE LISTED HERE] (the "Existing Parties")
- (2) [] LIMITED having its registered office at [] (the "New Party")

BACKGROUND

- A The Existing Parties are the parties to the Number Administration Deed dated * November 1998 (the "Deed").
- B Under the Deed the New Party is required to execute this deed.

NOW BY THIS DEED the parties agree as follows:

- 1 With effect from [date], (the "Effective Date") the New Party:
 - 1.1 becomes a party to the Deed as if it had been named as a party to the Deed and had executed it; and
 - 1.2 must observe and perform all of the obligations of a Party under the Deed and will be bound by the terms of the Deed.
- 2 The New Party agrees with the Existing Parties that it will observe and perform its obligations under the Deed and will be bound by the terms of the Deed.
- 3 For the purpose of clause 11 of the Deed the designated address of the New Party is as follows:

[Details to be inserted]

EXECUTION

SCHEDULE 2

PROCEEDINGS AT MEETINGS OF MANAGEMENT COMMITTEE

1 INTERPRETATION

- 1.1 Unless stated otherwise, references to clauses are references to clauses in this Schedule.
- 1.2 A reference in this Schedule to a Party present at a meeting or entitled to vote at a meeting includes a reference to a voting representative of a Party.

2 NOTICE

- 2.1 Written notice of the time and place of a meeting of the Management Committee must be sent to every Party not less than 10 Working Days before the meeting and each Party shall have 5 Working Days thereafter to send written notice of any item or items to be added to the agenda. Notices must be sent by either post, facsimile or email to the designated addresses of the Parties under clause 11 of the Deed.
- 2.2 The notice must state:
 - (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Party to form a reasoned judgment in relation to it; and
 - (b) the text of any resolution to be submitted to the meeting.
- 2.3 Subject to clause 2.4, if no or insufficient notice of a meeting has been given, those representatives present at a meeting will not constitute a quorum and clause 3.4 will not apply.
- 2.4 Any irregularity in a notice of a meeting may be waived if all the Parties entitled to attend the meeting attend the meeting without protest as to the irregularity or if all Parties agree to the waiver.

3 MEETING AND QUORUM

- 3.1 Meetings of the Management Committee will be held at such times and place as the Independent Chair from time to time determines.
- 3.2 A meeting of the Management Committee may be held either:
 - (a) by a number of Parties, who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
 - (b) by means of an audio, or audio and visual, communication by which a quorum of Parties participating can simultaneously hear each other throughout the meeting.
- 3.3 Business may be transacted at a meeting of the Management Committee only if a quorum is present at the time when the meeting proceeds to business.

- 3.4 A quorum for a meeting of the Management Committee is present if 5 or more Parties are present.
- 3.5 If a quorum is not present within 30 minutes after the time appointed for a meeting the meeting will be adjourned to the same day in the following week at the same time and place, or to such other day, time, and place as any Parties present at the adjourned meeting may appoint, but in no event for a period of more than 30 days. All Parties not in attendance at the meeting shall be notified by the Independent Chair of the day, time and place of the rescheduled meeting in accordance with clause 2.1, except that the time limits specified therein shall not apply.

4 CHAIRPERSON

- 4.1 The Independent Chair will chair all meetings of the Management Committee at which he or she is present.
- 4.2 If the office of Independent Chair is vacant or, if at any meeting of the Management Committee the Independent Chair is not present within 15 minutes of the time appointed for the commencement of the meeting, the Parties present may elect one representative of a Party to be chairperson of the meeting.
- 4.3 The chairperson of a meeting at which a quorum is present:
- (a) may adjourn the meeting with the consent of all the Parties attending that meeting; and
 - (b) must adjourn the meeting if directed by the meeting to do so.

The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

5 DECISIONS OF THE MANAGEMENT COMMITTEE

- 5.1 A decision or resolution of the Management Committee is passed if:
- (a) in the case of a decision or resolution for which Consensus is required under the Deed, it is unanimously agreed to by all Parties present and voting; and
 - (b) in the case of any other decision or resolution, it is passed by the proportion of the Parties as is required by the relevant clause of the Deed.
- 5.2 A resolution in writing signed by the proportion of the Parties as is required by the relevant clause of the Deed is as valid as if it had been passed at a meeting of the Management Committee. Any such resolution may consist of several documents in like form, each signed by one or more Parties and delivered to the Independent Chair in any manner permitted for the giving of notices under clause 11 of the Deed. A document sent by email by a Party or a representative of a Party shall be treated for the purposes of this clause as a document signed by that Party.

- 5.3 The Number Administrator may circulate resolutions to the voting representatives of the Management Committee by email, in accordance with the Deed and Number Allocation Rules. The Number Administrator must:
- (a) circulate the resolution to all voting representatives by email;
 - (b) provide the voting representatives with 10 Working Days to respond to the resolution;
 - (c) give the voting representatives that fail to respond within the 10 Working Day period, a further 3 Working Days to respond to the resolution;
 - (d) deem all of the voting representatives that respond to the resolution during the email voting period as the voting representatives present and voting on the decision; and
 - (e) calculate whether the resolution has been approved according to the Consensus, Super Majority or simple majority requirements as is required by the relevant clause of the Deed.

For the avoidance of doubt the voting procedures set out in this clause 5.3 of Schedule 2 shall not be subject to the quorum requirements of Consensus and Super Majority voting set out in clause 1.1 of the Deed.

- 5.4 Any Party that does not attend a meeting of the Management Committee can submit to the Management Committee its view on the proposal as set out in the notice sent to all Parties in accordance with clause 2.1. Any such view will be distributed (as submitted) to those attending the meeting, but any such written submissions shall not affect the unanimity or majority of the meeting making a decision or passing a resolution.

6 PARTY PROPOSALS

- 6.1 A Party may give written notice to the Independent Chair of a matter it proposes to raise for discussion or resolution at the next meeting of the Management Committee.
- 6.2 If the Independent Chair receives the notice at least 10 Working Days before the last day on which notice of the relevant meeting of the Management Committee is required to be given, the Independent Chair must give notice of the Party's proposal and the text of any proposed resolution to all Parties.

7 VOTING REPRESENTATIVES

- 7.1 Any notice appointing a voting representative in accordance with clause 4.2 of the Deed may be for an indeterminate term, a fixed term, or an individual meeting, may be given at any time, including at the beginning of or during any meeting of the Management Committee and may specify a person by name or the holder of a particular office.
- 7.2 Any such notice may be replaced by another notice at any time or by a notice in respect of any particular meeting given to the Independent Chair and the voting representatives of other Parties present at the meeting.

- 7.2 No person may be a representative of more than one Party.
- 7.4 A Party may also appoint an alternate representative in the same manner as appointments of representatives are made and such alternate may exercise all the rights and powers of the representative of that Party in the absence of the representative for any reason.
- 7.5 A Party may be represented by only one voting representative at any meeting of the Management Committee. However, a Party may have advisors at a meeting of the Management Committee to assist it in carrying out its functions.
- 7.6 A representative shall be entitled to attend and be heard at a meeting of the Management Committee as if the representative were the Party.
- 7.7 A Party may not be represented at any meeting of the Management Committee by proxy.
- 7.8 For the avoidance of doubt, each Party, through its voting representative, shall have a single vote as to each decision or resolution of the Management Committee.

8 MINUTES

The Independent Chair must ensure that minutes are kept of all proceedings at meetings of the Management Committee and that a record is kept of all written resolutions of the Management Committee. Minutes which have been approved by a subsequent meeting are prima facie evidence of the proceedings.

9 OTHER PROCEEDINGS

Except as provided in this Schedule, a meeting of the Management Committee may regulate its own procedure.

10 SUBCOMMITTEES

This Schedule shall apply also to subcommittees established by the Management Committee, unless the terms of appointment of that subcommittee provide otherwise.

Schedule 3

Fees and Non Payment Policy