

## Schedule 1B

This DEED POLL is made on the                      day of                      2008

BY [                      ] LIMITED ("Company")

IN FAVOUR OF                      **THE MEMBERS AND FUTURE MEMBERS OF THE SCHEME  
AND THE SCHEME AGENT AND THE TCF**

### BACKGROUND

- A. This deed poll is made under the Telecommunications Dispute Resolution Scheme Terms of Reference which came into effect on 6 July 2007 ("**Scheme TOR**") and the Telecommunications Carriers' Forum Customer Complaints Code ("**Code**").
- B. By executing this deed poll, the Company agrees to be bound by the terms of the Scheme TOR and the Code until such time as the Company's membership is terminated in accordance with the Scheme TOR.

**NOW BY THE DEED POLL** the Company agrees as follows:

### **1                      DEFINITIONS**

- 1.1 All terms defined in the Scheme TOR and the Code and used in this deed poll have the same meaning in this deed poll as contained in those documents.

### **2                      CREATION OF SCHEME MEMBERS**

- 2.1 With effect from signing, the Company becomes a Scheme Member and agrees to be bound by the Scheme TOR and the Code (as amended from time to time).

### **3                      COMPANY'S OBLIGATIONS**

- 3.1. The Company agrees that it is legally bound by the terms of the Scheme TOR and the Code (as amended from time to time) and that it will duly observe and perform its obligations under the Scheme TOR and the Code.

- 3.2 The Company agrees that, in respect of each of its Subsidiaries which have not signed a Deed Poll but which would be entitled to become a Scheme Member should that Subsidiary elect to execute a Deed Poll, it will procure that each such Subsidiary complies with the Scheme TOR and Code as if it has executed a Deed Poll. Any failure by such a Subsidiary to comply with the Scheme TOR or Code will be deemed a default by the Company as if the failure of the Subsidiary had been a failure of the Company. This clause will not apply if there is another Scheme Member which is the Holding Company of the Company unless both the Company and that Holding Company give a notice to the Scheme Agent that this clause will apply in respect of the Company and not the Holding Company while the Company remains a Scheme Member.
- 3.4 The Company covenants in favour of all Scheme Members to act in good faith towards the Council members, Scheme Members and the Scheme Agent in relation to the operation and administration of the Scheme, but this obligation shall not in any way limit or restrict the Company from making or not making any decision, or taking or not taking any action, on any matter having regard to what it perceives to be its best commercial interests.
- 3.5 If the Company defaults in any of its obligations under the Code, the Company agrees to submit to the enforcement mechanisms contained in the Code to enforce the obligations contained in the Code.
- 3.6 The Company agrees to pay the Scheme Fees to the Scheme Agent in accordance with the Code and the Scheme TOR.
- 3.7 The Company acknowledges that the Scheme Agent is responsible as principal (and not as agent) for invoicing, and recovering all amounts invoiced to, the Company in respect of the Scheme Fees including, without limitation, interest for late payment of undisputed amounts of the Scheme Fees. The Company agrees to pay all such amounts to the Scheme Agent.
- 3.8 The Company agrees that the Scheme Agent may take action against the Company in respect of the Scheme Fees, provided such action is exercised in accordance with the Code, the Scheme TOR and the agreement between the TCF and the Scheme Agent in relation to the provision of services as Scheme Agent in respect of the Scheme.

#### **4 IRREVOCABLE**

- 4.1 This deed poll is irrevocable, except as provided for in the Scheme TOR.

**5 GOVERNING LAW**

5.1 This deed is governed by and shall be construed in accordance with New Zealand law.

**SIGNED AS A DEED POLL**

[ ] LIMITED hereby acknowledges the terms of this deed poll and agrees to be bound by them.

Signed by:

\_\_\_\_\_ Signature of Director

\_\_\_\_\_ Name of Director

\_\_\_\_\_ Signature of Director

\_\_\_\_\_ Name of Director