

nbn[®] Deal Module for nbn[®] Technology Extension Contract – RSP

Version	Description	Effective Date
1.0	First issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	28 April 2018
2.0	Second issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	11 September 2019
3.0	Third issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	29 September 2020
4.0	Fourth issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	6 September 2021
5.0	Fifth issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	6 September 2021
6.0	Sixth issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	1 July 2022
7.0	Seventh issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	7 October 2022
8.0	Eighth issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	23 November 2023
9.0	Ninth issued version of nbn [®] Deal Module for nbn [®] Technology Extension Contract - RSP	1 May 2024

NBN Co Limited (ABN [nbn ABN])

nbn

[RSP Name] (ABN [RSP ABN])

RSP

[Date]

[To RSP / Address]

[End User Details]

[# If the RSP:

- *is on version 7.0 of the nbn[®] Technology Extension Contract;*
- *has not provided a Transition Opt-Out Notice; and*
- *is being issued the first Proposed Deal Module following the release of version 7.1 of the nbn[®] Technology Extension Contract on 1 May 2024,*

NBN Classification – Commercial

*then, the date of the Agreement will be the date the RSP executed version 7.0 of the **nbn**[®] Technology Extension Contract.*

For subsequent Proposed Deal Modules after the RSP accepts the first Proposed Deal Module, the date of the Agreement will be the date the RSP executed that first Proposed Deal Module.

*In all other circumstances, the date of the Agreement will be the date the RSP executed version 7.1 of the **nbn**[®] Technology Extension Contract.]*

This is a Proposed Deal Module issued pursuant to clauses 2.1 and 2.2 of the **nbn**[®] Technology Extension Contract between NBN Co Limited ABN 86 136 533 741 (**nbn**) and [insert RSP] ABN [insert number] (**RSP**) dated [insert date] as amended from time to time (**Agreement**).

The particulars of **nbn**'s Proposed Deal Module are set out below. Capitalised terms used in this Proposed Deal Module have the same meaning as in the Agreement, unless stated otherwise. References to clauses are references to clauses in the Agreement.

Module Particulars

1. Module No. [# to be inserted]

2. RSP Details

Contact Person:

Telephone:

Email:

3. nbn Details

Contact Person:

Telephone:

Email:

4. Original Technology For each Premises, the technology set out in the column marked 'Original Technology' in Module Schedule A of this Deal Module.

5. Chosen Technology For each Premises, the technology set out in the column marked 'Chosen Technology' in Module Schedule A of this Deal Module.

6. Number of Premises [Insert # of Premises]

7. Premises Each Premises set out in Module Schedule A of this Deal Module.

8. Upfront Charge *[#Only one of the three following tables should be retained, depending on the type of Upfront Charge applicable.]*

Upfront (Pre-Build) Charge:

	Amount	Invoice Event
Instalment	[\$#]	Module Commencement Date
Total (ex. GST)	[\$#]	

Upfront (Post-Completion) Charge:

	Amount	Invoice Event
Instalments	The sum of the Upfront Premises Amounts for all Premises with a Date of Practical Completion in the six months prior to (but not including) the Invoice Event	The first Invoice Event will be the first 1 May or 1 November after any of the Premises reach the Date of Practical Completion, and the Invoice Event will be each 1 May and 1 November until all Premises have reached the Date of Practical Completion
Total (ex. GST)	[\$#]	

Upfront (Staggered) Charge:

	Amount	Invoice Event
Instalments	[\$#]	First anniversary of the Module Commencement Date <i>[# Note where the Upfront (Staggered) Charge applies, there will be annual instalments over the term of the Deal Module, invoiced on each anniversary of the Module Commencement Date. If additional Premises are added to the Deal Module, this table must be updated to allocate the Upfront (Staggered) Charge for that additional Premises over the remaining payable instalments.]</i>
	[\$#]	Second anniversary of the Module Commencement Date
	[\$#]	Third anniversary of the Module Commencement Date

	Total (ex. GST) [[\$#]]
9. Module Commencement Date	The date on which this Deal Module is executed by the last party.
10. Module Expiry Date	The date that is the later of the: (i) last Date of Practical Completion for all the Premises; and (ii) date the Upfront Charge is fully paid to nbn .
11. Transition Out	<i>[#Any transition obligations to be included]</i>
12. Confidentiality	<i>[#Any special confidentiality arrangements that are in addition or which differ from the head terms to be included]</i>
13. Liability Cap	<i>[#Insert any change to the Liability Cap applicable for a Deal Module]</i>
14. Minimum Required Information	means, in respect of each Premises, the information set out in Module Schedule C.
15. Special Conditions	<i>[#Insert any Special Conditions // As set out in Module Schedule B // If no Special Conditions insert "Not Applicable"]</i>

This Proposed Deal Module constitutes a legally binding offer by **nbn** in accordance with the terms of the Agreement. This offer is open for acceptance until 5:00pm on [DD MM YYYY] following which it will expire and be incapable of acceptance by the RSP.

Signed for **nbn co limited** by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

Deal Module Acceptance by RSP

By executing below the RSP accepts the terms of the Proposed Deal Module dated [**DD MM YYYY**]

Executed by [**insert full name of RSP**] by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

[#The below single execution block can be used where two or more Related Bodies Corporate sign this Deal Module under clause 24 of the Agreement as the RSP AND the authorised representatives are the same persons for each of the Related Bodies Corporate. If the authorised representatives are not the same persons for each of the Related Bodies Corporate, separate execution blocks will need to be used for each Related Body Corporate signing this Deal Module#]

Executed by [**insert full name of TEC RSP, insert full name of RBC 1, insert full name of RBC 2, etc**] by their authorised representatives:

NBN Classification – Commercial

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

Module Schedule A

Technology Change addresses and location identifiers						
Location Identifier	Site Address (RSP provided)	Site Address (nbn matched)	Original Technology	Chosen Technology	Indicative Delivery Window	Upfront Premises Amount
[#insert]	[#insert]	[#insert]	[#insert]	[#insert]	[#insert]	[#insert]

The **nbn** Activities described in this document are not a listed carriage service or a service that facilitates the supply of a listed carriage service for the purposes of section 152AL of the Competition and Consumer Act. The supply of **nbn** Activities under this Agreement does not have the effect of making the **nbn** Activities a declared service for the purposes of Part XIC of the Competition and Consumer Act. This document is not executable and is not a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act.

Module Schedule B

Special Conditions

[#Insert if applicable // if no special conditions state "Not Applicable"]

Module Schedule C

Minimum Required Information

“Minimum Required Information” means:

- i. the contact details of:
 - A. a representative for the Premises with whom **nbn** can engage to manage site access, and an escalation contact in respect to the same; and
 - B. an RSP representative and an RSP escalation contact;
- ii. in relation to the Premises:
 - A. whether or not that Premises is a priority for delivery;
 - B. any requirements for access to third party premises or approvals from third parties which are necessary for the **nbn** Activities to occur;
 - C. any requirements to undertake survey, construction or installation activities at the Premises outside of business hours (being 8am to 5pm local time);
 - D. any embargo periods when survey, construction or installation activities are to be avoided;
 - E. if the Premises is in a complex site (being a shopping centre, heritage site, data centre, airport, university campus, railways station, wharf, or other site with special access considerations);
 - F. any security measures to be complied with prior to access to the Premises;
 - G. the desired placement position of the NTD/B-NTD (as applicable) (e.g. wall mount/rack mount (and if rack mount confirmation that there is space for three (3) rack units in the rack));
 - H. if the Chosen Technology is FTTP, if Battery Backup is required at the Premises;
 - I. if the Chosen Technology is EE, if dual power supply is required at the Premises, and the Interface type for the B-NTD; and
 - J. if the Premises has AC or DC power;
- iii. in relation to health and safety:
 - A. policies (including any information regarding any induction requirements in accordance with clause 7.1(f)(i) of the Agreement);
 - B. any HSE induction requirements or training or accreditation requirements to be completed prior to access to the Premises;
 - C. any other HSE standards, work practices, or approvals that must be complied with, or HSE documentation that must be provided by **nbn** prior to access to the Premises;
 - D. any prohibited installation tools, equipment or plant that cannot be utilised on the Premises; and
 - E. if the survey, construction, or installation activities will involve work in hazardous or restricted location (such as, but not limited to, facilities in relation to the storage or handling of dangerous goods, defence or mining sites, schools, childcare or correctional facilities, high security facilities, remote/isolated locations);
- iv. any other special instructions in relation to the **nbn** Activities (if relevant); and
- v. any other operational information notified by **nbn** (acting reasonably) as Minimum Required Information from time to time.