

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

NBN Co Limited (ABN [nbn ABN])

nbn

[RSP Name] (ABN [RSP ABN])

RSP

[Date]

[To RSP / Address]

This is a Proposed Deal Module issued pursuant to clause 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.

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. If no Upfront Charge, delete all three tables and state "N/A".]*

Upfront (Pre-Build) Charge:

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

Upfront (Post-Completion) Charge:

Instalments	Amount	Invoice Event
	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.</i> <i>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. Invoice Event for Deferred Charge** The third anniversary of the Module Commencement Date
- 10. Deferred Charge (ex. GST)** *[#If no Deferred Charge is payable, delete the below and state "N/A".]*
 \$[Insert amount] (ex. GST), as updated from time to time in accordance with this Agreement.
- 11. Module Commencement Date** The date on which this Deal Module is executed by the last party.
- 12. Module Expiry Date** *[#Insert for a Deal Module with a Deferred Charge (including a combination of Deferred Charge and Upfront Charge)]*
 The date that is the earlier of:
- the third anniversary of the Module Commencement Date; and
 - the Repayment Date.

Repayment Date means the first date on which all of the following events have occurred in respect of this Deal Module:

- (i) where this Deal Module provides for a Deferred Charge, the sum of the following amounts is equal to or exceeds the total Deferred Charge:
 - A. all Revenue Credit Amounts; plus
 - B. the Deferred Charge Payment paid to **nbn**; plus
 - C. any Early Charge Payment paid to **nbn**;
- (ii) where this Deal Module provides for an Upfront Charge, the RSP has paid all Instalments; and
- (iii) the Date of Practical Completion has occurred for all Premises under this Deal Module (other than those Premises for which the Technology Change has been cancelled).

For example: if the Module Commencement Date is 1 September 2022, the latest possible Module Expiry Date will be 1 September 2025.

[#Insert for a Deal Module with only an Upfront Charge]

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**.

- 13. Deferred Charge Payment** The Deferred Charge Payment is [the amount of the Deferred Charge as calculated under item 10], less the Revenue Credit Amount.
If the Deferred Charge Payment is a positive number, then **nbn** may invoice the RSP for that amount, which will be payable in accordance with the Agreement. If the Deferred Charge Payment is a negative number, no Deferred Charge Payment is payable by the RSP to **nbn**.
- 14. Revenue Credit Amount** [#Details of all recurring charge and early termination payment amounts that contribute to Revenue Credit Amount to be inserted as applicable]
- 15. Transition Out** [#Any transition obligations to be included]
- 16. Confidentiality** [#Any special confidentiality arrangements that are in addition or which differ from the head terms to be included]
- 17. Liability Cap** [#Insert any change to the Liability Cap applicable for a Deal Module]
- 18. Minimum Required Information** means, in respect of each Premises, the information set out in Module Schedule C.
- 19. Expanded Revenue Pool option** [#If Expanded Revenue Pool is not allowed, insert: "N/A"]
[#If Expanded Revenue Pool is allowed, insert: "Expanded Revenue Pool option available"]
- 20. Special Conditions** [#Insert any Special Conditions//As set out in Module Schedule B]

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 23 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:

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

Location Details

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

Module Schedule B

Special Conditions

[#Insert if 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 6.1(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 information notified by **nbn** as Minimum Required Information from time to time.