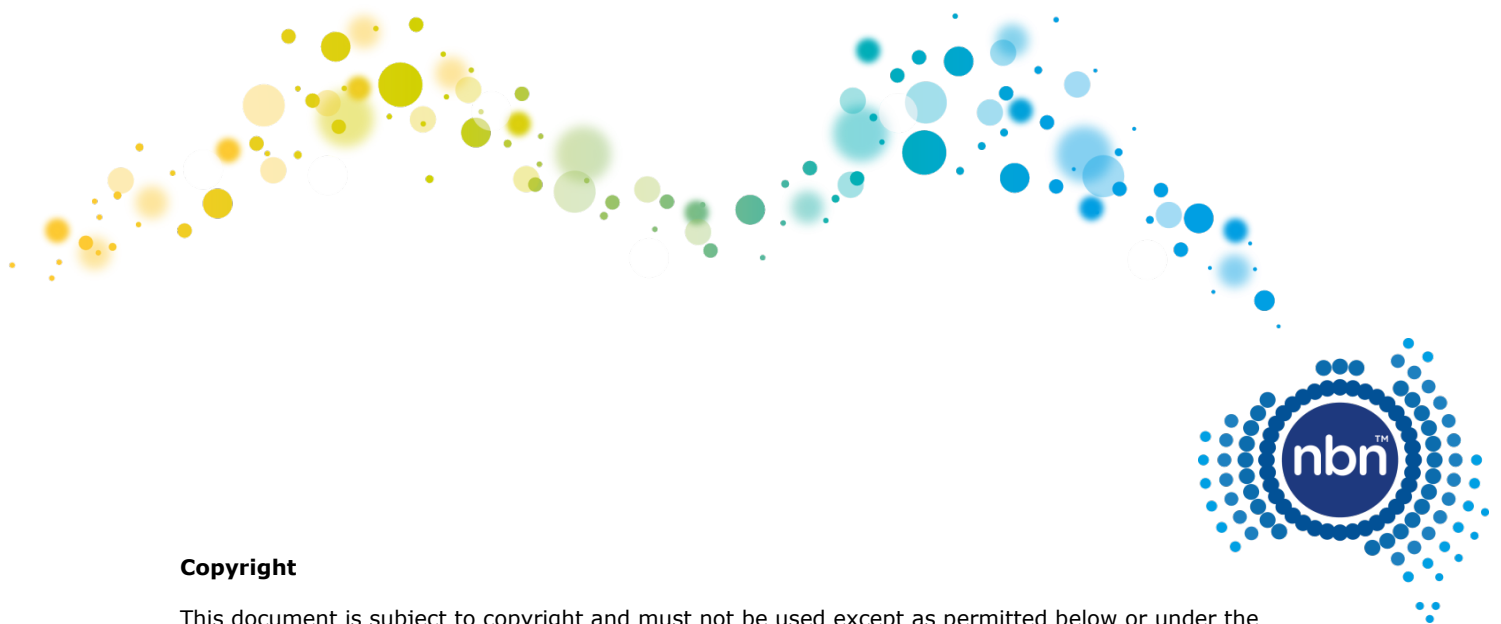


Wholesale Broadband Agreement

WBA4 Extension Letter



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Environment

nbn asks that you consider the environment before printing this document.

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer.



Parties

This variation agreement is entered into between:

- nbn co limited (ABN 86 136 533 741) of Tower 5, Level 14, 727 Collins Street, Docklands, VIC, 3008 (**nbn**); and
- **[Insert full legal name of RSP]** (ABN **[insert ABN]**) of **[insert registered address]** (**RSP**).

Background

nbn is offering to extend the current version of the Wholesale Broadband Agreement entered into between **nbn** and RSP, as amended from time to time (**WBA4**).

The amendments in this extension letter (**WBA4 Extension Letter**) will allow time for the arrangements under the **nbn**'s proposed variation to our Special Access Undertaking (**SAU**) to be finalised and implemented.

1. Amendments

nbn and RSP agree that, from 30 September 2023 (**Effective Date**):

- WBA4 will be amended in accordance with Attachment A to this WBA4 Extension Letter (the **WBA Amendments**);
- to the extent that WBA4 is changed after the date of this WBA4 Extension Letter, the WBA Amendments will be made to WBA4 on the Effective Date with such updates as are required to ensure that the WBA Amendments have their intended effect (for example, with updates to section references);
- any subsequent variation to WBA4 after the date of this WBA4 Extension Letter will not be taken to reverse or otherwise amend the WBA Amendments except where expressly set out in any such variation; and
- the parties' accrued rights under, and the continued operation of, WBA4 will be otherwise unaffected by this WBA4 Extension Letter and will continue in full force and effect.

2. Other matters

- On and from 1 October 2023 until **nbn** makes WBA5 available as a standard form of access agreement on its website, **nbn** will only supply products that are offered under the WBA4 under the terms of the WBA4 as amended:
 - by this variation; and
 - from time to time under clause F4 of the [Head Terms](#).
- If the parties have not executed this variation, any:
 - order placed, Trouble Ticket raised or Site Qualification Enquiry made, in respect of any Product; or
 - acquisition or continued acquisition of Products by RSP,

after 30 September 2023 will constitute an agreement by Customer to the continuing operation of WBA4 as amended by this variation and from time to time under clause F4 of the [Head Terms](#).



Unless otherwise specified, capitalised terms used in this WBA4 Extension Letter have the meanings given to those terms in WBA4.

Clauses H4.5 (Counterparts) and H4.10 (Governing law and jurisdiction) of the [Head Terms](#) of WBA4 apply to this extension.



Execution

Executed as an agreement

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

Executed by [**insert full name of RSP**] in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director / company secretary

Signature of director

Name of director / company secretary

Name of director

Date of signature

Date of signature

[**Insert execution blocks for any further related bodies corporate also acquiring services as parties in their own right**]



Attachment A – Amendments to WBA4

1. Extension to WBA4

The Term of WBA4 is extended by:

- (a) amending the definition of “Expiry Date” in the Dictionary as follows:

“Expiry Date means the earlier of the Price Transition Eve and ~~30-September-2023~~ [31 January 2024](#) (subject to change in accordance with clause F2.2 of the Head Terms) or such other date as the parties may agree in writing.”

Note: *nbn* is proposing new pricing to be set out in a varied SAU, together with a commitment to implement it by the “Price Transition Date”. Depending on when the SAU variation is accepted by the ACCC, *nbn* currently expects the “Price Transition Date” to be no later than 1 February 2024. *nbn* intends to implement this new pricing by that Price Transition Date in WBA5.

2. Extension of certain **nbn**[®] Ethernet Discounts, Credits, Rebates and Waivers

The [nbn[®] Ethernet Discounts, Credits and Rebates Annexure](#) forming part of WBA4 is amended, as follows:

- (a) the duration of the following Discounts, Credits, Rebates and Waivers is extended until the Expiry Date:

- (i) 50 Kbps CVC Credit;
- (ii) First Battery Credit;
- (iii) Ancillary Charges Waivers;
- (iv) Professional Wiring Service Charges Waiver;
- (v) NNI Diversity Upgrade Rebate;
- (vi) FTTC Installation Rebate and Waivers;
- (vii) HFC Installation Waivers and Rebate;
- (viii) Change of Access Technology Partial Waiver;
- (ix) New developments Charge Waiver;
- (x) Multi Site Migration Initial Non Standard Installation Charges Waiver;
- (xi) Professional Wiring Service Modify Order Discount; and
- (xii) Enhanced Fault Rectification Service Discount; and

- (b) the TC-4 Business Bundles Discount and the TC-2 Business Bundles Discount are amended as follows:

- (i) the duration and Campaign Period of both of these Discounts are amended so that they each end on the Expiry Date; and
- (ii) the concept of a “Sunset Period” is removed such that each of these Discounts will cease to have any effect at the end of the relevant Campaign Period (as amended in accordance with subclause (i) above).



3. Extension of certain **nbn**[®] Enterprise Ethernet Discounts, Credits, Rebates and Waivers

The [nbn[®] Enterprise Ethernet Discounts, Credits and Rebates Annexure](#) forming part of WBA4 is amended to extend the duration of the following Discounts, Credits, Rebates and Waivers until the Expiry Date:

- (a) Enterprise Ethernet OVC Discount;
- (b) Non Standard Installation Charges Waiver;
- (c) Enterprise Ethernet UNI Discount;
- (d) Enterprise Ethernet Service Modification Discount;
- (e) Enterprise Ethernet Route Aggregation Discount;
- (f) Enterprise Ethernet Term End Discount; and
- (g) Enterprise Ethernet Term Discount 2.0.

4. Extension of certain **nbn**[®] Smart Places Discounts, Credits, Rebates and Waivers

The [nbn[®] Smart Places Discounts, Credits and Rebates Annexure](#) forming part of WBA4 is amended, as follows:

- (a) the duration of the following Discounts, Credits, Rebates and Waivers is extended until the Expiry Date:
 - (i) 50 Kbps CVC Credit;
 - (ii) Ancillary Charges Waivers
 - (iii) NNI Diversity Upgrade Rebate; and
 - (iv) Enhanced Fault Rectification Service; and
- (b) the duration of the TC-4 Business Bundles Discount and the TC-2 Business Bundles Discount is amended so that they each end on the Expiry Date.

Note: As the TC-4 Business Bundles Discount and the TC-2 Business Bundles Discount for **nbn**[®] Smart Places incorporate, by reference, the terms of the equivalent **nbn**[®] Ethernet Discounts, the changes to the Campaign Period and Sunset Period for those **nbn**[®] Ethernet Discounts (as set out in clause 2(b)) will apply equally to these **nbn**[®] Smart Places Discounts. Accordingly, each of these Discounts will cease to have any effect at the end of the relevant Campaign Period (as amended in accordance with clause 2(b)).