

nbn™ RFTBS Deal Module for nbn™ Technology Extension Contract – [Customer]

Version	Description	Deal Module Availability Start Date	Deal Module Availability End Date
1.0	First issued version of nbn™ Revised Build Schedule Deal Module to introduce Right First Time Build Schedule process	1 June 2020	Withdrawn
2.0	Updated definition for 'Indicative Delivery Window' and revised paragraph 21.3(b).	8 July 2020	Withdrawn
3.0	Third issued version of nbn™ RFTBS Deal Module (Aligned to the standard Deal Module template)	29 September 2020	18 December 2020 (unless a different date is advised by nbn)

NBN Co Limited (ABN 86 136 533 741)

nbn

[Customer Name] ([Insert ABN Number])

Customer

[Date]

[To Customer]

[End User Name/Reference]

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 Customer] ABN [insert number] (Customer) dated [insert date] (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.** [#]
- 2. Customer Details** [Customer name and ABN to be inserted]
Contact Person:
Telephone:
Email:
Relationship Point of Contact:
- 3. nbn Details** NBN Co Limited (ABN 86 136 533 741)
Contact Person:
Telephone:
Email:

Relationship Point of Contact:

- 4. Original Technology** For each Premises, as set out in the column marked 'Original **nbn** Technology' in Annexure A of this Deal Module.
- 5. Chosen Technology** For each Premises, as set out in the column marked 'Chosen **nbn** Technology' in Annexure A of this Deal Module.
- 6. Number of Premises** [#Premises to be inserted]
- 7. Number of Churn Premises** [#Churn Premises to be inserted if applicable]
- 8. Premises** Premises in respect of which **nbn** will perform a Technology Change as set out in Annexure A of this Deal Module.
- 9. Upfront Build Charge**
- | | Amount | Invoice Trigger Dates |
|------------------------|---------------|------------------------------|
| Deposit | [\$#] | # |
| Instalments | [\$#] | # |
| | [\$#] | # |
| <hr/> | | |
| Total (ex. GST) | [\$#] | |
- 10. Invoice Event** [#Invoice Event dates to be inserted]
- 11. Deferred Charge** [#Deferred Charge to be inserted]
- 12. Module Commencement Date** The date on which this Deal Module is accepted by the Customer.
- 13. Module Expiry Date** [The date that is the earlier of:
- **[#Date of Module Expiry Date to be inserted]**; and
 - the Repayment Date.
- For the purposes of this item 13, the **Repayment Date** means the first date on which both of the following events have occurred in respect of this Deal Module:
- (i) the sum of:
- A. all Revenue Credit Amounts; plus
- B. all Deferred Charge Payments,
- paid to **nbn**, is equal to or exceeds the total Deferred Charge; and
- (ii) the Date of Practical Completion has occurred for all Premises under this Deal Module (other than those Premises in respect of which the Technology Change has been cancelled).
- For example:** For the avoidance of doubt, **if** the Module Commencement Date is [#date], the **latest** possible Module Expiry Date will be [#date].
- // Last Date of Practical Completion for all the Premises]
- 14. Deferred Charge Payments** [#Frequency and amount to be inserted if applicable]
- 15. Revenue Credit Amount** [Details of all recurring charge and early termination payment amounts that contribute to Revenue Credit Amount to be inserted if applicable]

- 16. Premises Amount** *[Details of Premises Amount to be inserted if applicable]*
- 17. Transition Out** *[Any transition obligations to be included]*
- 18. Confidentiality** *[Any special confidentiality arrangements that are in addition or which differ from the head terms to be included]*
- 19. Liability Cap** *[Insert any change to the Liability Cap applicable for a Deal Module]*
- 20. Special Conditions** As set out in Annexure 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 **[insert date]** following which it will expire and be incapable of acceptance by the Customer.

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 Customer

By executing below the Customer accepts the terms of the proposed Deal Module dated **[insert date]**

Executed by **[insert full name of Customer]** 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

Annexure A to the Proposed Deal Module

Technology Change Addresses and location identifiers			Original nbn Technology	Chosen nbn Technology	Indicative Delivery Window	Target RTC Date	Premises Amount at Module Commencement Date
Location Identifier	Site Address (Customer Provided)	Site Address (nbn matched)					
[#insert]	[#insert]	[#insert]	[#insert]	[#insert]	[#insert]	[#insert]	[#insert]

Annexure B to the Proposed Deal Module

Special Conditions

1.1 Effective Date

Notwithstanding clauses 2.2(a) and (b) of the Agreement, the parties agree that this Deal Module will come into effect on the Module Commencement Date.

1.2 Indicative Delivery Window

The Indicative Delivery Window detailed in Annexure A shows the anticipated timeframe (in Business Days) from the date that nbn notifies the Target RTC Date to the Date for Practical Completion in respect of each Premises and is indicative only. It does not constitute or amend the Target RTC Date for any Premises and must not be relied upon by the Customer, including for the purpose of making representations to Downstream Customers.

1.3 Target RTC Date

- (a) Subject to paragraph 1.4(b) of this Annexure B, **nbn** must notify the Customer a Target RTC Date for each Premises within 45 Business Days of the Module Commencement Date. Each Target RTC Date notified to the Customer for a Premises is binding for the purposes of clause 4.2(a) of the Agreement (subject to any extension as permitted under clause 4.2(b) of the Agreement).
- (b) Unless otherwise agreed by the parties, if **nbn** has not provided the Customer with a Target RTC date for a Premises in accordance with paragraph 1.3(a) of this Annexure B, the Deferred Charge will be reduced by the Delay Amount, multiplied by the number of calendar days between the date **nbn** was obliged to provide the Target RTC Date for a Premises and the date **nbn** notifies the Customer of the Target RTC Date for that Premises.
- (c) The parties acknowledge and agree that if the Minimum Required Information for a Premises changes after a Target RTC Date for that Premises has been notified to the Customer, **nbn** may, within 15 Business Days of notice of the change from the Customer, alter the Target RTC Date by notice to the Customer.
- (d) Clause 4.4(a) of the Agreement does not apply to this Deal Module.

1.4 Minimum Required Information

- (a) Within 30 Business Days of the Module Commencement Date, the Customer must, using the form determined by **nbn** from time to time, provide all the Minimum Required Information in relation to each Premises to **nbn**'s reasonable satisfaction.
- (b) Without limiting clause 4.2(b) of the Agreement, the date on which **nbn** must provide a Target RTC Date for a Premises (in accordance with paragraph 1.3 of this Annexure B) will be automatically extended by a period of time equal to each complete calendar day between the date that is 30 Business Days after the Module Commencement Date and the date all the Minimum Required Information for that Premises is provided by the Customer to **nbn**.
- (c) Notwithstanding any provision of this Agreement to the contrary, unless otherwise agreed by the parties, the Customer will be deemed to have cancelled the Premises under clause 4.6 of the Agreement on the first anniversary of the Module Commencement Date if as at that date **nbn** has not received all of the Minimum Required Information for that Premises.
- (d) Prior to the Date of Practical Completion for a Premises, Customer must, as soon as reasonably practicable of becoming aware of any errors or omissions in, or changes to, the Minimum Required Information provided to **nbn** for a Premises, notify **nbn** of any corrections or updates to the Minimum Required Information.
- (e) Customer must, as soon as feasible, provide any additional information reasonably requested by **nbn** in relation to the Premises for the purpose of completing the Technology Change at that Premises.
- (f) "Minimum Required information" means:
 - i. *[#insert only where not already received by **nbn**: the Premises address and any site trading name;]*
 - ii. the contact details of:
 - A. a representative for the Premises with whom **nbn** can engage with to manage site access, and an escalation contact in respect to the same; and
 - B. a Customer representative and an escalation contact at the Customer;
 - iii. 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;
- iv. 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);
- v. any other special instructions in relation to the **nbn** Activities (if relevant); and
- vi. any other information notified by **nbn** as Minimum Required Information from time to time.

1.5 ***[#Insert any other special conditions if applicable]***