

Agreement Execution Document

Wholesale Broadband Agreement



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

Agreement Execution Document

Wholesale Broadband Agreement

Version	Description	Effective Date
5.0	First issued version of WBA 5	01 December 2023

Copyright

This document is subject to copyright and must not be used except as permitted below or under the Copyright Act 1968 (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of **nbn**. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by **nbn** in writing.

Copyright © 2023 nbn co limited. All rights reserved. Not for general distribution.

Disclaimer

This document is provided for information purposes only. The recipient must not use this document other than with the consent of **nbn** and must make its own inquiries as to the currency, accuracy and completeness of this document and the information contained in it. The contents of this document should not be relied upon as representing **nbn**'s final position on the subject matter of this document, except where stated otherwise. Any requirements of **nbn** or views expressed by **nbn** in this document may change as a consequence of **nbn** finalising formal technical specifications, or legislative and regulatory developments.

Environment

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

Agreement Execution Document

Parties

This 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
- [RSP name] (ABN [ABN/ACN]) of [RSP address], [City State Postcode] (**RSP**).

Background

This Agreement sets out the terms on which RSP may order Products from **nbn** and **nbn** will supply Products to RSP over the **nbn**® Network.

Agreement

- (a) The parties agree to comply with the terms of this Agreement which comprises each of the following documents, as indicated in the table below:

Document / Product Module	Included
Agreement Execution Document	Yes <i>(Required)</i>
Head Terms <i>(Note: Schedule A to the Head Terms does not form part of the Agreement)</i>	Yes <i>(Required)</i>
1 The parties agree that the Nominated Billings Amount is calculated by reference to the Annual Billings Amount rather than to the Average Monthly Billings Amount	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Please select)</i>
2 RSP elects, under clause F4.3(e) of the Head Terms, to accept solely by means of agreement in writing, Product Modules offered by nbn	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Please select)</i>

Document / Product Module	Included
<p>nbn[®] Ethernet Product Module</p> <p>(a) nbn[®] Ethernet Product Description</p> <p>(b) nbn[®] Ethernet Product Technical Specification</p> <p>(c) nbn[®] Ethernet Service Levels Schedule</p> <p>(d) nbn[®] Ethernet Price List</p> <p>(e) nbn[®] Ethernet Product Terms</p> <p>(f) nbn[®] Ethernet Fair Use Policy</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Please select)</p>
<p>Facilities Access Service Module</p> <p>(a) Service Description for the Facilities Access Service</p> <p>(b) Service Technical Specification for the Facilities Access Service</p> <p>(c) Service Levels Schedule for the Facilities Access Service</p> <p>(d) Facilities Access Service Price List</p> <p>(e) Service Terms for the Facilities Access Service</p> <p>(f) Facilities Access Service Fair Use Policy</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Please select)</p>
<p>nbn[®] Platform Interfacing Service Module</p> <p>(a) Service Description for the nbn[®] Platform Interfacing Service</p> <p>(b) Service Levels Schedule for the nbn[®] Platform Interfacing Service</p> <p>(c) nbn[®] Platform Interfacing Service Price List</p> <p>(d) Service Terms for the nbn[®] Platform Interfacing Service</p> <p>(e) nbn[®] Platform Interfacing Service Fair Use Policy</p> <p>(f) Service Terms (nbn[®] Enterprise Ethernet Portal)</p>	<p>Yes</p> <p>(Required)</p>
<p>nbn[®] Enterprise Ethernet Product Module</p> <p>(a) nbn[®] Enterprise Ethernet Product Description</p> <p>(b) nbn[®] Enterprise Ethernet Product Technical Specification</p> <p>(c) nbn[®] Enterprise Ethernet Service Levels Schedule</p> <p>(d) nbn[®] Enterprise Ethernet Price List</p> <p>(e) nbn[®] Enterprise Ethernet Product Terms</p> <p>(f) nbn[®] Enterprise Ethernet Fair Use Policy</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Please select)</p>

Document / Product Module	Included
<p>nbn[®] Smart Places Product Module</p> <p>(a) nbn[®] Smart Places Product Description</p> <p>(b) nbn[®] Smart Places Product Technical Specification</p> <p>(c) nbn[®] Smart Places Service Levels Schedule</p> <p>(d) nbn[®] Smart Places Price List</p> <p>(e) nbn[®] Smart Places Product Terms</p> <p>(f) nbn[®] Smart Places Fair Use Policy</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Yes <div style="border-left: 1px solid black; width: 2px; height: 40px;"></div> <input type="checkbox"/> No </div> <p><i>(Please select)</i></p>
<p>Sandpit Service Module</p> <p>(a) Sandpit Service Description</p> <p>(b) Sandpit Service Levels Schedule</p> <p>(c) Sandpit Price List</p> <p>(d) Sandpit Service Terms</p> <p>(e) Sandpit Fair Use Policy</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Yes <div style="border-left: 1px solid black; width: 2px; height: 40px;"></div> <input type="checkbox"/> No </div> <p><i>(Please select)</i></p>
<p>Credit Policy</p>	<p>Yes</p> <p><i>(Required)</i></p>
<p>Dictionary</p>	<p>Yes</p> <p><i>(Required)</i></p>
<p>WBA Operations Manual</p>	<p>Yes</p> <p><i>(Required)</i></p>
<p>nbn[®] Enterprise Ethernet Operations Manual</p>	<p>Yes <i>(if nbn[®] Enterprise Ethernet Product Module selected)</i></p> <p>No <i>(if nbn[®] Enterprise Ethernet Product Module is not selected)</i></p>
<p>nbn[®] Smart Places Operations Manual</p>	<p>Yes <i>(if nbn[®] Smart Places Product Module selected)</i></p> <p>No <i>(if nbn[®] Smart Places Product Module is not selected)</i></p>

Document / Product Module	Included
<p>In addition to any Product Module selected above, each:</p> <ul style="list-style-type: none"> • Product Module which relates to a product or service being supplied by nbn to RSP under the Prior WBA on the day immediately before the Start Date; and • Product Module which the parties agree to include as part of this Agreement under clause F4.3 of the Head Terms. 	
<p>For each Price List in an included Product Module, the corresponding Discounts, Credits and Rebates Annexure.</p>	
<p>The nbn[®] ODF Termination Point additional optical fibre tray offer letter agreement as published by nbn on nbn's Website at the Start Date, if RSP was party to the nbn[®] ODF Termination Point additional optical fibre tray offer letter agreement issued in connection with the Prior WBA on the day immediately before the Start Date.</p>	
<p>The Fibre Connect Program Letter Agreement as published by nbn on nbn's Website at the Start Date, if RSP was party to the On-Demand Fibre Connection Program Letter Agreement issued in connection with the Prior WBA on the day immediately before the Start Date.</p>	

- (b) In addition, the parties agree that the following documents are issued by **nbn** under this Agreement and replace any corresponding documents issued by **nbn** in connection with the Prior WBA:
- (i) the Permitted Fair Use Policy Exemptions document (as published on **nbn**'s Website at the Start Date);
 - (ii) the Approved Non-Premises List (as published on **nbn**'s Website at the Start Date); and
 - (iii) the Network Interface Specifications (as provided to RSP in connection with this Agreement on or before the Start Date).
- (c) In respect of the HFC-NTD and FTTC-NCD Supply Terms, **nbn** waives the Replacement Costs for Unaccounted for **nbn** Supplied Equipment for the Stock Take Periods ending on or around 30 June 2022 and 30 June 2023.
- (d) Despite clauses (a) to (c), if the Execution Date is before the Start Date, this Agreement will have no force or effect unless, on or before 20 October 2023 (or a later date notified by **nbn** having regard to the industry's operational readiness), the ACCC accepts the variation to the Special Access Undertaking given by **nbn** to the ACCC on 14 August 2023.

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 **[RSP name]** 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