

[date]

[First Name] [Last Name]

[Address Line 1]

[Address Line 2]

[Address Line 3]

Dear RSP,

## Participation in Wholesale Support Program

I refer to the Wholesale Broadband Agreement (**WBA**) entered into between NBN Co Limited ABN 86 136 533 741 (**nbn**) and [RSP Name] ABN [insert] (**RSP**).

### 1. Wholesale Support Program

By agreeing to the terms of this document, the parties agree that RSP will be entitled to participate in the Wholesale Support Program. The terms of this document apply in addition to the obligations set out in the WBA.

### 2. Information Agreement

As part of the Wholesale Support Program, Downstream Service Providers may be entitled to sign up to an Information Agreement to receive **nbn**-Related Information through the **nbn**<sup>TM</sup> RSP Centre (ultimately, a Downstream Service Providers' entitlement to receive **nbn**-Related Information depends on, amongst other things, Downstream Service Providers' agreeing to the terms of the Information Agreement).

### 3. External User Administration Portal

By participating in the Wholesale Support Program, RSP will be able to manage their Downstream Service Providers' access to the **nbn**<sup>TM</sup> RSP Centre, and in turn, Downstream Service Providers' access to **nbn**-Related Information, including being able to create, modify and terminate **nbn**<sup>TM</sup> RSP Centre user accounts for their Downstream Service Providers. **nbn** will give RSP the ability to access the External User Administration Portal for these purposes in consideration for the promises given by RSP under 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.**

Wholesale Support Program



As a condition of allowing RSP to manage their Downstream Service Providers' access to the **nbn**<sup>TM</sup> RSP Centre via the External User Administration Portal, RSP must take reasonable steps to ensure that:

- a) the Downstream Service Provider is, and will remain, a Carrier, Carriage Service Provider, Content Service Provider and/ or a Specified Utility engaging in a related Specified Activity and which acquires, from RSP, services that are provided by that RSP over the **nbn**<sup>TM</sup> Network; and
- b) the individual user that will have access to the **nbn**-Related Information through the **nbn**<sup>TM</sup> RSP Centre is, and remains for as long as they are given access, either a current Personnel or a current Associate of the Downstream Service Provider.

#### **4. Notification**

**nbn** will notify RSP (in accordance with H1 (Notices and contacts) of the Head Terms of the WBA) if:

- a) the terms of any Information Agreement with any one or more of the RSP's Downstream Service Providers are amended; or
- b) any Information Agreement with any one or more of the RSP's Downstream Service Providers is terminated.

**nbn** and RSP will notify each other (in accordance with H1 (Notices and contracts) of the Head Terms of the WBA) on becoming aware of a Downstream Service Provider (that is a signatory to an Information Agreement):

- a) that no longer fulfils the requirements of 3(a) of this document; or
- b) that has individual users that no longer fulfil the requirements of 3(b) of this document.

#### **5. Definitions**

In this document:

- a. **Associate** means:
  - i. if the Downstream Service Provider is a body corporate:
    - A any Related Body Corporate of the Downstream Service Provider; or
    - B any director, partner, officer, consultant, contractor, agent or employee of the Downstream Service Provider or any of its Related Body Corporate;
  - ii. if the Downstream Service Provider is an individual:
    - A any entity Controlled by the Downstream Service Provider; or
    - B any director, partner, officer, consultant, contractor, agent or employee of the Downstream Service Provider or of any entity Controlled by the Downstream Service Provider; or
  - iii. any adviser to the Downstream Service Provider, including any legal or financial adviser.



- b. **nbn™ RSP Centre** means an **nbn** online portal that allows service providers access to tools and information to assist in the selling and provisioning of **nbn** services.
- c. **Downstream Service Provider** has the meaning given to that term in the Wholesale Broadband Agreement.
- d) **Information Agreement** means the agreement titled as such entered into between **nbn** and Downstream Service Provider.
- e) **nbn-Related Information** means information disclosed to the Downstream Service Provider by or on behalf of **nbn** under the terms of the Information Agreement.
- f) **nbn™ Network** means any of the telecommunications networks owned or controlled by, or operated by or on behalf of, **nbn** (or any Related Body Corporate of **nbn**) and any equipment owned, operated or controlled by **nbn** (or any Related Body Corporate).
- g) **Personnel** means, a Downstream Service Providers' officers, employees, agents, subcontractors and consultants.
- h) **Wholesale Support Program** means the program of work communicated to RSP as the Wholesale Support Program, developed by **nbn** to assist RSP and Downstream Service Providers to drive **nbn** sales by providing access to certain key **nbn** information and resources.

Unless otherwise specified above, capitalised terms used in this letter have the meanings given to those terms in the WBA.

The parties accrued rights under, and the continuing operation of, the WBA will otherwise be unaffected by this document and will continue in full force and effect and the **nbn-Related Information** will be subject to D1 (Confidential Information) of the Head Terms of the WBA. For clarity, RSP will not be liable under this agreement or the WBA for any breach by its Downstream Service Providers of the Information Agreement.

Clauses H4.5 (Electronic execution and counterparts) and H4.10 (Governing law and jurisdiction) of the Head Terms of the WBA apply to this variation.

Please sign, scan and return a copy of this letter by email to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

If you have any questions, please contact your **nbn** Account Manager.

Yours sincerely,

**Andrew Walsh**  
**General Manager, Wholesale Supply**



**Executed as an agreement**

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Signed for **NBN Co Limited** by its authorised representatives:

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Signature of authorised representative

\_\_\_\_\_  
Signature of authorised representative

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Name of authorised representative

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Name of authorised representative

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Date of signature

\_\_\_\_\_  
Date of signature

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Signed for **[RSP Name]** by its authorised representatives:

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative

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Name of authorised representative

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Date of signature

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Date of signature