

[date]

[name of recipient]

[name of RSP]

[address]

By email [email address of recipient]

Dear [name of recipient]

RESIDENTIAL WHOLESAL PROMOTION – Enable Residential Targeted Direct Sales Offer

Introduction

In addition to the Services provided under the UFB Reference Offer including the Enable Networks UFB Services Agreement General Terms (**Services Agreement**), Enable Networks Limited (**Enable**) has agreed to offer a Residential Targeted Direct Sales Offer (**Offer**) to assist [RSP] (**RSP**) to accelerate the move of our community onto retail fibre broadband services.

The purpose of this Offer is to provide a contribution to End User retail promotions to targeted, unconnected addresses and move them across to fibre broadband services.

The Offer is available on the following terms.

1. The Offer will run across two months, commencing 01 October 2023 through to 30 November 2023 (**Promotional Period**).
2. Prior to the commencement of the Promotional Period and after the RSP confirms their participation in the Offer in accordance with clause 5 below, Enable will provide the RSP with a targeted address list of unconnected addresses (**Targeted Address List**) within Enable's coverage area. The Targeted Address List will be refreshed weekly to ensure that once an address on the Targeted Address List (**Targeted Address**) has started the process to move to fibre broadband services, it won't be targeted again.
3. Subject to the terms of this Offer, for all Enable fibre orders placed at a Targeted Address within the Promotional Period (**Qualifying Order**) and subsequently connected (**Qualifying Connection**) Enable will provide the RSP with a one-off \$200 (including GST) incentive payment from Enable in the form of a credit. This \$200 (including GST) incentive value is to be passed directly onto the End User by the RSP. In addition, Enable will also provide the RSP with a reduced wholesale charge for the product set out in the below table (**Monthly Credit**) for a period of 36 months from the connection date. For clarity, Enable will not provide any monetary contribution directly to the End User.

Product	Product Code	Standard Charge	Monthly Credit	36 Month Reduced Wholesale Charge
BS2a 1G/500 CIR 2.5/2.5	E02048	\$62.41	\$25.00	\$37.41
BS2a 300/100 CIR 2.5/2.5	E02035	\$53.58	\$25.00	\$28.58

4. The End User offer must be marketed using a Door-to-Door channel which may be supported by an Outbound Telemarketing sales channel.
5. To be eligible to participate, the RSP must:
 - i. Sign and send this Offer letter back to Enable prior to the commencement of the Promotional Period; and
 - ii. Prior to the commencement of the Promotional Period, agree with Enable the details of its marketing plan along with the End User retail promotion that it will undertake during the Promotional Period and share any variation to this plan during the Promotional Period. Enable expects the End User retail promotion offer to be significantly more valuable to the End User than the RSP's standard or current in-market offer; and
 - iii. Complete the supplied marketing template documenting details of clause 5.ii.
6. **Combined Minimum Order Threshold** – Due to the structure of this Offer, Enable requires an overall minimum number of Qualifying Orders to be placed before eligibility for the Monthly Credit is reached. All participating retail service providers' Qualifying Orders will count towards the "Combined Minimum Order Threshold" which is set at 500 Qualifying Orders. Once the Combined Minimum Order Threshold has been reached, Enable will inform all participating RSPs and such RSPs will receive the Monthly Credit for all Qualifying Connections.
7. If, during the 36 month credit period, a Qualifying Connection is downgraded from BS2a 1G/500 to BS2a 300/100, the lower Monthly Credit will then apply to the new service for the remaining portion of the 36 month credit period. Normal downgrade fees will also apply. All other downgrades will result in the Monthly Credit ceasing for that Qualifying Connection from the date the downgrade takes effect.
8. **Move Address:** If an End User with a Qualifying Connection for which the RSP is receiving the Monthly Credit moves house to another Enable residential fibre ready address, Enable will continue applying the Monthly Credit to the new address provided that:
 - i. The RSP provides written evidence that the same End User with a Qualifying Connection has moved from one address to a new Enable residential fibre address. Any changes in address are to be collated by the RSP and sent once per month to the Enable SDM;
 - ii. An eligible product as described in the table in clause 3 is used at the new address; and
 - iii. No other Enable wholesale promotions are being claimed at the new address.

Enable will then cease the Monthly Credit on the original address and transfer the Monthly Credit to the new address for the remaining duration of the 36 month credit period. For clarity, it is the responsibility of the RSP to notify Enable of any change. If Enable is not notified, no transfer will take place and no 'backdating' of credits will occur.
9. Subject to clause 8, if a connection for which the RSP is receiving the Monthly Credit is terminated, Enable will cease the Monthly Credit associated with that Qualifying Connection from the date of termination.

10. If a connection is not completed within six months of the order placement, this order is not eligible for the Monthly Credit.
11. The Offer only applies to connections at Targeted Addresses.
12. All orders are to be placed in good faith with the intention of reaching “Service Given” state. If there is a material increase in the cancellation rate that has an impact on the connection rate, Enable reserves the right to review the terms of this Offer letter in consultation with the RSP.
13. Enable reserves the right to cancel this Offer by providing no less than 30 days’ prior written notice to the RSP.
14. It is acknowledged that Enable may have multiple offers in the market during the Promotional Period. If an RSP has signed up to more than one Enable offer, Enable will only pay the higher value of the eligible offers available at an address and only on the first connection at that address. For clarity, Enable will pay for a maximum of one Wholesale Offer at any one address during the Promotional Period.
15. Unless stated otherwise in this Offer letter, all provisions of the Services Agreement (as may be amended from time to time in accordance with its terms) will continue to apply to the parties and capitalised terms used in this Offer letter shall have the meaning given in the Services Agreement. The terms set out in this Offer letter will prevail over the terms of the Services Agreement to the extent of any inconsistency between them.

You may confirm your participation in this Offer and your acceptance of the terms set out in this Offer letter by signing where indicated below and returning a copy of this Offer letter to your Enable Account Manager.

Yours sincerely

David Cooper
Chief Commercial Officer
Enable Networks Limited

Agreed on behalf of **[name of RSP]** by:

Signed

Name of authorised person

Date