

[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 September 2022 through to 31 October 2022 (**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. Subject to the terms of this Offer, for all Enable fibre orders placed at a Targeted Address within the Promotional Period, Enable will provide the RSP with a one-off credit set out in the below table (**Credit**) on Enable’s next invoice to the RSP following the connection of a qualifying order.

Primary Direct Sales Methodology	Maximum Credit applied to acquisition costs (GST Inclusive)	Minimum Credit applied directly to end user value (GST Inclusive)	Total Credit payable to RSP upon connection at a Targeted Address (GST Inclusive)
Door to Door	\$250	\$1,000	\$1,250
Outbound Telemarketing	\$150	\$800	\$950

3. The Offer is only available as a contribution towards an RSP's End User retail fibre broadband promotion to the Targeted Address End User and associated RSP acquisition costs as per the above table. The RSP will provide a targeted direct End User offer to Targeted Addresses. The value of the End User offer must be at least \$800 or \$1000 (GST Inclusive) depending on the primary sales methodology used by the RSP. The remaining Credit of either \$150 or \$250 (GST Inclusive) can be used by the RSP for any internal marketing or acquisition costs directly relating to this promotion.
4. The End User offer must be marketed via a direct sales methodology: Outbound Telemarketing and/or Door to Door sales channels. Whichever method the RSP uses as their main sales channel will be deemed by Enable to be the primary direct sales methodology (**Primary Sales Methodology**)
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;
 - ii. Agree with Enable the details of its promotional plan for both months of the promotion along with the End User retail promotion that it will undertake during the Promotional Period prior to the commencement of the Promotional Period and share any variation to this plan during the Promotional Period;
 - iii. Agree with Enable the Primary Sales Methodology it will use during the campaign including details on the number of direct sales agents used; and
 - iv. Details of clauses 5.i-5.iii are to be recorded on the supplied marketing plan template. For clarity, the RSP may only have one End User retail promotion (measured by monetary value) for this Offer.
6. If a connection for which the RSP has received the Credit becomes inactive for one month or longer within 12 months of the date on which the connection for a qualifying order was completed, Enable will reverse the Credit relating to that connection on a pro-rated basis for any remaining months in the applicable 12-month period.
7. If a connection is not completed within six months of the order placement, this order is not eligible for the Credit.
8. The Offer only applies to connections at Targeted Addresses.
9. 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.
10. Enable reserves the right to cancel this Offer by providing no less than 30 days' prior written notice to the RSP.
11. 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.

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