

[date]

[name of recipient]

[name of RSP]

[address]

By email [email address of recipient]

Dear [name of recipient]

UPGRADE TO FIBRE OFFER – Residential and Business

Introduction

In addition to the Services provided under the Enable UFB Services Agreement, Enable has agreed to offer an Upgrade to Fibre Offer (the **Offer**) to assist you to accelerate the move of our community onto retail fibre broadband services.

The purpose of the Offer is to provide a marketing fund that you will use to drive an increase in new fibre connections in the Enable coverage area. The Offer applies to all upgrades from all other technologies.

The Upgrade to Fibre Offer

The Offer is available on the following terms.

1. The Offer is available for the period between 1 January 2019 and 30 June 2019 (inclusive) and will take effect from the date you sign this letter (the **Offer Period**).
2. The Offer applies to orders accepted by Enable from **[RSP]** (the **Service Provider**) during the Offer Period for residential Bitstream 2A Wholesale Services of 100M or higher, and business BS2A services for:
 - a. premises converting to fibre from copper, fixed wireless or HFC; and
 - b. intact premises for which there has been no active fibre connection for 30 or more days.
3. The Service Provider must:
 - a. provide Enable with the details of the Service Provider's promotional plan that it will undertake in Enable's coverage during the Offer Period that demonstrates incremental marketing investment or sales activity, as well as updates during the Offer Period; and

b. increase the Service Provider's orders (for previously unconnected addresses or addresses inactive for >30days) accepted by Enable by at least 10% over and above the business as usual monthly order volumes (as agreed and recorded in the Schedule) for each calendar month during the Offer Period. Note the order measure does not include RSP transfers.

4. If the Service Provider complies with paragraph 3 above, and provided the Service Provider's rate of cancelled orders does not exceed the rate recorded in the Schedule for each month of the Offer Period, for every order received in the Offer Period and then subsequently connected, Enable will apply a credit to the Service Provider's invoice as follows:

Qualifying Connection type	Credit (10% uplift target met)	Credit (15% uplift target met)	Credit (20% uplift target met)
New Connection Residential 100M or 200M	\$50	\$100	\$150
New Connection Residential 1Gig	\$100	\$150	\$200
New connection Business	\$100	\$150	\$200

In order to receive the payment, orders must be connected within 6 months of ordering. The targets for residential and business will be managed separately and failure to achieve one of the targets e.g. Residential will not prevent payment for achieving the other e.g. business.

5. Provided the Service Provider's rate of cancelled orders does not exceed the rate recorded in the Schedule for each month of the Offer Period, Enable will apply a credit in accordance with paragraph 4 above to orders accepted by Enable referred to in both paragraphs 2a and 2b above.

6. If a connection for which the Service Provider has received the Enable contribution is relinquished within 6 months of the date on which the connection was completed, Enable will reverse the credit referred to in paragraph 4 and 5 above relating to that connection in the Service Provider's then current invoice.

7. 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 agreement in consultation with the RSP.

8. The Offer does not apply to:

- a. greenfield premises;
- b. fibre to fibre transfers (RSP to RSP at same address); or
- c. upgrades to existing fibre connections except for upgrades to BS2 1G.

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

Yours sincerely

Malcolm Campbell
GM Marketing & Sales
Enable Networks Limited

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

Signed

Name of authorised person

Date

SCHEDULE

Monthly business as usual order volumes averaged over April-June 2018 – new addresses and >30day inactive

[Residential insert] [Business insert]

10% increase on monthly business as usual order volumes

[Residential insert] [Business insert]

15% increase on monthly business as usual order volumes

[Residential insert] [Business insert]

20% increase on monthly business as usual order volumes

[Residential insert] [Business insert]

Cancellation monthly volume

[Residential insert] [Business insert]