

[Date]

[Name of Recipient]

[RSP]

[Address]

**By email:** [insert email address]

Dear [name of recipient],

## **RESIDENTIAL WHOLESALE PROMOTION – PSTN Migration Offer**

### **Introduction**

In addition to the Services provided under the Enable UFB Services Agreement (**Services Agreement**), Enable Networks Limited (**Enable**) has agreed to offer a PSTN Migration Offer (**Offer**) to assist [RSP] (**Service Provider**) to accelerate the move of our community onto retail fibre broadband services.

The purpose of this Offer is to provide a marketing fund that the Service Provider will use to drive an increase in new fibre connections.

### **Background**

In August 2023, the Service Provider approached Enable requesting assistance to help migrate a targeted selection of its customers to fibre broadband. The Service Provider has a target list of (approx.) [x] addresses that form the basis of this Offer.

### **The Offer is available on the following terms.**

1. The Offer will run over six months, commencing [start date through to end date] (**Offer Period**).
2. Prior to the start of the Offer Period, the Service Provider will finalise and share a list of targeted addresses where they have existing retail customers using an alternative (ie: non-fibre) access method (**Target Address List**). The Service Provider agrees to actively market to the end-users at the addresses on the Target Address List (**Target Address**) through outbound calling and other direct sales and migration marketing methods.
3. Subject to the terms of this Offer, any fibre order that Enable receives from the Service Provider at a Target Address during the Offer Period (**Qualifying Order**) will be eligible for a [\$x] (excluding GST) incentive payment from Enable in the form of a credit. The maximum total credit available as part of this incentive is [\$x] (excluding GST). A Qualifying Order must be connected within six months of Enable's receipt of the Qualifying Order to be eligible for the incentive payment. The incentive payment will be used to support a [RSP] incentive offered directly to individual end-users. [RSP] has indicated this offer is to the value [\$x] (including GST) to the end user. For clarity, Enable will not provide any monetary contribution directly to the end-user.
4. Upon connection of a Qualifying Order, Enable will make a one-off credit of [\$x] (excluding GST) to the Service Provider's next month's invoice.

5. To be eligible to participate, the Service Provider must sign and send this offer letter back to Enable prior to the start of the Offer Period. The Service Provider must also share with Enable the details of the Service Provider's migration plan that it will undertake during the Offer Period prior to the first participating month. This is to be recorded on the supplied marketing plan template.
6. In providing this Offer to the Service Provider, Enable has an expectation that there will be a material uplift in orders received for the participating months.
7. If a connection for which the Service Provider has received a credit under clause 3 above becomes inactive for one month or longer within three months of the date on which the connection for a Qualifying Order under clause 3 was completed, Enable will reverse the credit relating to that connection on a pro-rated basis for any remaining months in the applicable three-month period.
8. The Offer does not apply to:
  - a. fibre to fibre transfers (RSP to RSP at same address); or
  - b. upgrades to existing fibre connections.
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 Service Provider.

Unless stated otherwise in this offer letter, all of the provisions of the current 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 current Services Agreement. The terms set out in this offer letter will prevail over the terms of the current Services Agreement to the extent of any inconsistency between them.

You may confirm your participation in this Offer and your acceptance of these 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 **[RSP]** by:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Date