

Joint Functional Separation Undertaking

given jointly by TPG Telecom Limited and various subsidiaries to the Australian Competition and Consumer Commission under section 151C of the *Telecommunications Act 1997* (Cth).

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1 Definitions and interpretation

1.1 Definitions

In this Undertaking, unless the contrary intention appears:

- (1) **ACCC** means the Australian Competition and Consumer Commission.
- (2) **Act** means the *Telecommunications Act 1997* (Cth).
- (3) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed.
- (4) **CLC** means the *Carrier Licence Conditions (Networks supplying Superfast Carriage Services to Residential Customers) Declaration 2014* (Cth) made under subsection 63(2) of the Act.
- (5) **Network Engineering Services** means technical network infrastructure planning, design, implementation and support services.
- (6) **Network Infrastructure Services** means the supply of the use of network infrastructure to FTTB Wholesale Pty Ltd (ACN 087 533 328).
- (7) **Network Entities** means:
 - (a) TransACT Capital Communications Pty Ltd (ACN 093 966 888);
 - (b) TransACT Victoria Communications Pty Limited (ACN 063 024 475); and
 - (c) Pipe Networks Pty Limited (ACN 099 104 122).
- (8) **Protected Information** means confidential or commercially sensitive information (as the context requires):
 - (a) relating to a wholesale customer (other than a TPG Retailer), or a customer of a wholesale customer, and which a TPG Wholesaler obtains for the purpose of, or in the course of, supplying services to that wholesale customer; and/or
 - (b) which a TPG Retailer obtains from a carrier or a carriage service provider (other than a TPG Wholesaler) for the purpose of, or in the course of, acquiring services from that carrier or carriage service provider.
- (9) **Regulatory Event** means any statute or statutory instrument that:
 - (a) repeals Part 8 of the Act; or
 - (b) amends the requirements for a joint functional separation undertaking under the Act.
- (10) **Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).
- (11) **Retail Activities** has the meaning in clause 9.1.
- (12) **Shared Corporate Services** means corporate services which are provided to support the general functions of the TPG Group, such as:
 - (a) finance, accounting and treasury;

- (b) human resources;
 - (c) legal, regulatory and media/public relations;
 - (d) marketing communications;
 - (e) internal IT support services;
 - (f) board support and corporate strategy;
 - (g) procurement and facilities management; and
 - (h) any other services that are ancillary or related to the services described above.
- (13) **Sub-wholesaler** has the meaning in clause 6.1(3).
- (14) **Sub-wholesale Activities** has the meaning in clause 9.2(8).
- (15) **TPG** means TPG Telecom Limited (ACN 096 304 620).
- (16) **TPG Group** means TPG and each Related Body Corporate of TPG.
- (17) **TPG Retailer** has the meaning in clause 6.1(1).
- (18) **TPG Wholesaler** has the meaning in clause 6.1(2).
- (19) **TransACT Exemptions** means:
- (a) the TransACT Very Small Scale Networks Exemption; and
 - (b) the TransACT Upgraded VDSL Networks Exemption.
- (20) **TransACT Very Small Scale Networks Exemption** means the *Telecommunications (Network Exemption—TransACT Very Small Scale Networks) Instrument 2012 (Cth)* (as amended).
- (21) **TransACT Upgraded VDSL Networks Exemption** means the *Telecommunications (Network Exemption—TransACT Upgraded VDSL Networks) Instrument 2012 (Cth)* (as amended).
- (22) **Undertaking** means this document, including any schedule or annexure to it.
- (23) **Wholesale Activities** has the meaning in clause 9.2.
- 1.2 A term or expression used in this Undertaking, which is defined in the Act, but is not defined in clause 1.1 has the meaning given to it in the Act.
- 1.3 **Interpretation**
- (1) In this Undertaking, reference to:
- (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;

- (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced.
- (2) The words "including", "such as", "particularly" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.
 - (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (4) Headings and any table of contents or index are for convenience only and do not form part of this Undertaking or affect its interpretation.
 - (5) If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

2 Application

2.1 This Undertaking is jointly given to the ACCC in accordance with section 151C(1) of the Act by:

- (1) TPG;
- (2) TPG Internet Pty Ltd (ACN 068 383 737) (**TPG Internet**);
- (3) iiNet Limited (ACN 068 628 937) (**iiNet**);
- (4) Internode Pty Ltd (ACN 052 008 581) (**Internode**);
- (5) Westnet Pty Ltd (ACN 086 416 908) (**Westnet**);
- (6) Adam Internet Pty Ltd (ACN 055 495 853) (**Adam Internet**);
- (7) AAPT Limited (ACN 052 082 416) (**AAPT**);
- (8) FTTB Wholesale Pty Ltd (ACN 087 533 328) (**FTTB Wholesale**);
- (9) Pipe Networks Pty Limited (ACN 099 104 122);
- (10) TransACT Capital Communications Pty Ltd (ACN 093 966 888); and
- (11) TransACT Victoria Communications Pty Limited (ACN 063 024 475).

2.2 Notwithstanding anything else in this Undertaking, the obligations in this Undertaking will apply to TPG, the TPG Retailers, the TPG Wholesalers and the Network Entities only to the extent that it concerns the supply of local access line services using a local access line that is controlled by a TPG Group company and which is used or proposed to be used (or forms part of a network that is used or proposed to be used) to supply superfast carriage services wholly or principally to residential customers, or prospective residential customers, in Australia.

- 2.3 The obligations in this Undertaking (except for clause 20.2) will not apply to AAPT (as the Sub-wholesaler) until such time that it satisfies the obligations in clause 20.2.
- 2.4 Where this Undertaking is expressed to require compliance by Related Bodies Corporate of TPG that are not named in clause 2.1, TPG will be responsible for ensuring such compliance.

3 Effective date

- 3.1 This Undertaking comes into force on the earlier of:
- (1) the date that is 6 months after this Undertaking is accepted by the ACCC; and
 - (2) the date on which the TransACT Exemptions cease to apply to the TPG Group's business under clause 2(b) of each of the TransACT Exemptions.
- 3.2 Subject to clause 3.1, this Undertaking is intended to disapply the TransACT Exemptions to TPG Group companies, as it:
- (1) constitutes a functional separation undertaking relating to local access lines forming part of a Victorian Very Small Scale Network or an ACT Very Small Scale Network for the purposes of clause 2(a) of the TransACT Very Small Scale Networks Exemption; and
 - (2) constitutes a functional separation undertaking relating to local access lines forming part of a TransACT Upgraded VDSL Network for the purposes of clause 2(a) of the TransACT Upgraded VDSL Networks Exemption.
- 3.3 Subject to clause 3.1, this Undertaking is intended to disapply the CLC to TPG Group companies, as it:
- (1) is a functional separation undertaking for the purposes of section 5(2)(b) of the CLC; and
 - (2) is given by the relevant specified carriers in the TPG Group that are using local access lines forming part of a designated telecommunications network (in accordance with section 5(1)(c) of the CLC).
- 3.4 TPG may withdraw this Undertaking at any time prior to the Undertaking coming into force.

4 Expiry date

This Undertaking will expire on the date that is 5 years after the date it comes into force, unless otherwise varied or revoked.

5 Revocation of the Undertaking

If a Regulatory Event occurs, TPG will meet with the ACCC to discuss the implications of the Regulatory Event and TPG may:

- (1) revoke this Undertaking by giving notice to the ACCC in writing (in which case, TPG will indicate to the ACCC why this Undertaking is no longer required, appropriate or necessary); or
- (2) propose amendments to this Undertaking, or a replacement Undertaking, to address the Regulatory Event.

6 Identification of TPG Retailers, TPG Wholesalers and Sub-wholesaler

6.1 For the purpose of this Undertaking:

(1) **TPG Retailer** means the following companies:

- (a) TPG Internet;
- (b) iiNet;
- (c) Internode;
- (d) Westnet;
- (e) Adam Internet; and
- (f) any other TPG Group company (other than a TPG Wholesaler) notified by TPG to the ACCC in writing from time to time,

(collectively, "**TPG Retailers**");

(2) **TPG Wholesaler** means the following companies:

- (a) FTTB Wholesale;
- (b) subject to clause 2.3, the Sub-wholesaler; and
- (c) any other TPG Group company (other than a TPG Retailer) notified by TPG to the ACCC in writing from time to time,

(collectively, "**TPG Wholesalers**"); and

(3) **Sub-wholesaler** means AAPT.

7 General obligations

7.1 A TPG Wholesaler will not supply a local access line service to a person unless the person is a wholesale customer.

7.2 A TPG Retailer will not supply a local access line service to a person unless the person is a retail customer.

8 Separate functions

8.1 TPG Retailers and TPG Wholesalers will maintain separate and dedicated functions and activities as set out in clause 9.

8.2 TPG Retailers and TPG Wholesalers will receive Shared Corporate Services and Network Engineering Services, or the benefit of Shared Corporate Services and Network Engineering Services subject to the restrictions in clause 22.4.

9 Activities

9.1 TPG Retailers will undertake the following **Retail Activities**:

- (1) marketing, sale and supply of local access line services to retail customers and prospective retail customers;
- (2) supply of other value-added services to retail customers;

- (3) taking of service orders from retail customers for activation and provisioning;
- (4) processing and implementing requests to amend or disconnect services from retail customers;
- (5) processing and implementing requests for local number portability;
- (6) billing of retail customers;
- (7) setting of retail prices and non-price terms and conditions; and
- (8) responding to network and service escalations from retail customers.

9.2 TPG Wholesalers will undertake the following **Wholesale Activities**:

- (1) marketing, sale and supply of local access line services to wholesale customers and prospective wholesale customers;
- (2) receipt of orders from wholesale customers, service activation and provisioning;
- (3) billing of wholesale customers;
- (4) processing and implementing requests to connect or disconnect services from wholesale customers;
- (5) processing and implementing requests to amend services or churn services in accordance with relevant industry codes;
- (6) setting of wholesale prices, non-price terms and conditions, and promotions;
- (7) responding to network, systems and service escalations from TPG Retailers and wholesale customers; and
- (8) in respect of the Sub-wholesaler only, the activities set out in clause 9.3 (**Sub-wholesale Activities**).

9.3 Subject to clause 2.3, the Sub-wholesaler:

- (1) will acquire wholesale services from FTTB Wholesale and supply those wholesale services to wholesale customers either on a standalone basis or in combination with other services or value added services;
- (2) has similar functions as FTTB Wholesale but operates at a different level of the wholesale supply chain within the TPG Group.

9.4 Each TPG Retailer undertakes not to perform Wholesale Activities and each TPG Wholesaler undertakes not to perform Retail Activities.

10 Network Entities

10.1 The role of the Network Entities for the purposes of this Undertaking is limited to providing Network Infrastructure Services to FTTB Wholesale.

10.2 For the avoidance of doubt, the Network Entities will not:

- (1) supply wholesale services directly to the Sub-wholesaler, TPG Retailers and any wholesale customer;
- (2) divulge Protected Information to TPG Retailers; and

- (3) divulge information regarding planned or actual network rollout activities by the Network Entities to TPG Retailers and wholesale customers (unless that information is readily ascertainable from the public domain).

11 Separate Branding

- 11.1 The TPG Retailers and TPG Wholesalers will each operate their respective businesses under separate brands.
- 11.2 A TPG Retailer will not use a brand or trademark in its business if that brand or trademark is used by a TPG Wholesaler in its business.
- 11.3 A TPG Wholesaler will not use a brand or trademark in its business if that brand or trademark is used by a TPG Retailer in its business.
- 11.4 Each TPG Retailer may use a brand used by any other TPG Retailer and each TPG Wholesaler may use a brand used by another TPG Wholesaler.
- 11.5 Other than as set out above, TPG and the TPG Group are not restricted from using the TPG Retailer and TPG Wholesaler brands.

12 Staff of TPG Wholesalers and TPG Retailers

- 12.1 The TPG Wholesalers and TPG Retailers will each engage separate and independent staff.
- 12.2 The employing entity for staff engaged by TPG Wholesalers and TPG Retailers may be TPG or another member of the TPG Group, provided that a TPG Wholesaler will not be the employing entity for any staff engaged by a TPG Retailer, and a TPG Retailer will not be the employing entity for any staff engaged by a TPG Wholesaler.
- 12.3 Except to the extent provided in clause 8.2, the TPG Wholesalers undertake that:
 - (1) staff engaged by a TPG Wholesaler will not perform duties for the TPG Retailers; and
 - (2) staff who are engaged by persons other than the TPG Wholesaler and perform duties for the TPG Wholesaler are different from the staff who are engaged by persons other than the TPG Wholesalers and perform duties for a TPG Retailer.
- 12.4 Except to the extent provided in clause 8.2, the TPG Retailers undertake that:
 - (1) staff engaged by a TPG Retailer will not perform duties for the TPG Wholesalers; and
 - (2) staff who are engaged by persons other than the TPG Retailers and perform duties for the TPG Retailer are different from the staff who are engaged by persons other than the TPG Retailers and perform duties for a TPG Wholesaler.

13 Leadership of Retailers and Wholesalers

- 13.1 As at the date of this Undertaking:
 - (1) the senior leadership of the TPG Retailers comprises:
 - (a) Kieren Cooney;
 - (2) the senior leadership of the TPG Wholesalers comprises the following individuals:

- (a) Dan Lloyd; and
- (b) Robert Lee.

- 13.2 The staff of a TPG Wholesaler will not be subject to senior management direction by the leadership of a TPG Retailer.
- 13.3 The staff of a TPG Retailer will not be subject to senior management direction by the leadership of a TPG Wholesaler.
- 13.4 No director of a TPG Wholesaler will be a director of a TPG Retailer.
- 13.5 No director of a TPG Retailer will be a director of a TPG Wholesaler.
- 13.6 TPG may appoint a Group Chief Executive to manage the operations of the TPG Wholesalers.

14 Staff locations

- 14.1 The staff engaged by the TPG Retailers and the TPG Wholesalers will be located in premises (or parts of premises) that are physically separated from each other. However, such staff are not required to be located in separate buildings.
- 14.2 TPG will have measures in place designed to prevent a staff member of a TPG Retailer or TPG Wholesaler from accessing the premises (or parts of premises) where staff of the other are located, unless the exceptions set out in clause 14.3 are met.
- 14.3 The exceptions include:
 - (1) in respect of a TPG Wholesaler, a staff member of a TPG Wholesaler being authorised to enter the premises (or parts of premises) where staff of a TPG Retailer are located for the purposes of meeting with a staff member of a TPG Retailer, provided that the TPG Wholesaler staff member is accompanied by a TPG Retailer staff member to the extent practicable while in the premises (or parts of premises); and
 - (2) in respect of a TPG Retailer, a staff member of a TPG Retailer being authorised to enter the premises (or parts of premises) where staff of a TPG Wholesaler are located for the purposes of meeting with a staff member of a TPG Wholesaler, provided that the TPG Retailer staff member is accompanied by a TPG Wholesaler staff member to the extent practicable while in the premises (or parts of premises).

15 Staff transfers

- 15.1 Staff may only transfer between TPG Retailers and TPG Wholesalers if:
 - (1) the relevant staff member has been made aware of their obligations under this Undertaking, including thorough training conducted in accordance with this Undertaking; and
 - (2) such transfer is appropriately documented (e.g. by way of a register).

16 Remuneration

- 16.1 TPG may implement incentive remuneration structures based in whole or part on the overall performance of the TPG Group.
- 16.2 Subject to clause 16.1, TPG will not implement any incentive remuneration structures:

- (1) for staff of TPG Retailers, which directly reflect or are determined by the performance of the TPG Wholesalers; and
- (2) for staff of TPG Wholesalers, which directly reflect or are determined by the performance of the TPG Retailers.

17 Shared Corporate Services and Network Engineering Services

- 17.1 Staff engaged in Shared Corporate Services and Network Engineering Services will not be employed by the TPG Retailers or TPG Wholesalers.
- 17.2 The employing entity for Shared Corporate Services and Network Engineering Services staff may be TPG or another member of the TPG Group.
- 17.3 Shared Corporate Services and Network Engineering Services staff will provide services to TPG Retailers and TPG Wholesalers in accordance with this Undertaking.

18 TPG companywide events

TPG may conduct customary corporate group events, including TPG wide staff briefings, social functions, and other team events such as those aimed at encouraging the development of a team culture. Such events will be open to and may be attended by staff of both TPG Wholesalers and TPG Retailers, provided that no Protected Information is shared or disclosed (in accordance with the requirements of clause 22.3).

19 Separate systems and accounts

- 19.1 Except to the extent specified in clause 19.2, the TPG Wholesalers and TPG Retailers will have separate:
 - (1) operational support systems;
 - (2) business support systems; and
 - (3) communications systems.
- 19.2 To the extent the systems referred to in clause 19.1 are not separate, access restrictions (including information barriers) and information sharing protocols will be established and maintained in respect of those systems to prevent the sharing of Protected Information between a TPG Wholesaler and a TPG Retailer (or a TPG Retailer and a TPG Wholesaler), in accordance with clause 22.
- 19.3 The TPG Wholesalers and TPG Retailers will prepare and maintain separate management accounts to an EBITDA level.

20 Publication of TPG Wholesaler terms and conditions

- 20.1 A TPG Wholesaler (other than the Sub-wholesaler) will publish on its website:
 - (1) the terms and conditions relating to price or a method of ascertaining price; and
 - (2) other terms and conditions,on which the TPG Wholesaler offers to supply local access line services to:
 - (3) TPG Retailers; and
 - (4) its wholesale customers or prospective wholesale customers.

20.2 The Sub-wholesaler may only supply local access line services to wholesale customers or prospective wholesale customers, which are used to supply superfast carriage services wholly or principally to residential customers in Australia, if it has:

- (1) provided notice to the ACCC before it first starts supplying those local access line services to wholesale customers or prospective wholesale customers; and
- (2) published on its website:
 - (a) the terms and conditions related to price or a method of ascertaining price; and
 - (b) other terms and conditions,on which the Sub-wholesaler offers to supply those local access line services to:
 - (c) TPG Retailers; and
 - (d) its wholesale customers or prospective wholesale customers.

21 Requirement to supply

Subject to clause 2.2, if requested to do so by a wholesale customer or prospective wholesale customer, a TPG Wholesaler undertakes to:

- (1) supply a local access line service to the wholesale customer or prospective wholesale customer; and
- (2) do so on the terms and conditions that were published on the TPG Wholesaler's website (as applicable) at the time when the request was made.

22 Information sharing obligations

22.1 Undertakings regarding sharing information

- (1) Each TPG Wholesaler will ensure that Protected Information provided to it by its wholesale customers (other than the TPG Retailers) is not disclosed to any of the TPG Retailers.
- (2) Each TPG Retailer will ensure that it does not obtain, access or use Protected Information provided to any of the TPG Wholesalers by that TPG Wholesaler's other wholesale customers.
- (3) Each TPG Retailer will ensure that information provided to the TPG Retailer by a carrier or carriage service provider is not disclosed to any of the TPG Wholesalers. This does not apply to information provided to the TPG Retailer by a TPG Wholesaler, or information of a kind specified in a determination under section 151C(15) of the Act.
- (4) Each TPG Wholesaler will ensure that it does not obtain, access or use information provided to any of the TPG Retailers by a carrier or carriage service provider. This does not apply to information provided to the TPG Wholesalers by another TPG Wholesaler, or information of a kind specified in a determination under section 151C(15) of the Act.

22.2 Subject to clauses 22.1(1) to 22.1(4), a TPG Retailer is permitted to:

- (1) share any information with another TPG Retailer;

- (2) share information with a TPG Wholesaler for the purposes of a TPG Retailer acquiring services from that TPG Wholesaler (including exchanging wholesale pricing and other terms and conditions offered by other carriers and carriage service providers for the purpose of enabling a TPG Retailer to seek equivalent offers and terms from a TPG Wholesaler); or
- (3) share with a TPG Wholesaler the following information obtained from a carrier or carriage service provider:
 - (a) certain information useful in managing business operations in times of emergency;
 - (b) practices, procedures or other guidance relating to compliance with relevant regulatory obligations; and
 - (c) requests for access to wholesale infrastructure to provide network resiliency or protection solutions in particular times or generally.

22.3 *Steps to prevent sharing of information between TPG Wholesalers and TPG Retailers*

The TPG Retailers and TPG Wholesalers will take the following steps to restrict the sharing of information:

- (1) maintain separate systems, to the extent provided for in clause 19;
- (2) locate staff in physically separate premises, to the extent provided for in clause 14;
- (3) implement information sharing protocols that reflect the prohibitions in the Undertaking on the sharing of Protected Information; and
- (4) staff will receive relevant training to ensure information sharing protocols are understood, as provided for in clause 24.

22.4 *Restrictions on staff providing Shared Corporate Services and Network Engineering Services*

- (1) Staff providing Shared Corporate Services and Network Engineering Services:
 - (a) must not divulge any Protected Information to a TPG Retailer or TPG Wholesaler (as applicable) which such staff has knowledge or access in the course of providing services;
 - (b) are subject to information sharing protocols to ensure that Protected Information is not shared between a TPG Retailer and a TPG Wholesaler; and
 - (c) will receive relevant training to ensure information sharing protocols are understood and implemented, as provided for in clause 24.
- (2) Staff providing Network Engineering Services must deal with requests for assistance by TPG Retailers and wholesale customers through the relevant customer interface operated by the TPG Wholesaler and with the same level of diligence and speed.
- (3) Staff providing Network Engineering Services must not divulge information regarding planned or actual network rollout activities by the Network Entities to TPG Retailers and wholesale customers (unless that information is readily ascertainable from the public domain).

23 Wholesale customer interfaces

- 23.1 Each TPG Wholesaler undertakes to use the same customer interface for dealings between the TPG Wholesaler and its respective wholesale customers (other than the TPG Retailers), as the TPG Wholesaler uses for the same dealings between the TPG Wholesaler and a TPG Retailer.
- 23.2 A TPG Wholesaler may:
- (1) use different customer interfaces for different products and services; and/or
 - (2) use different customer interface(s) to another TPG Wholesaler.
- 23.3 If a TPG Wholesaler uses more than one customer interface, the TPG Wholesaler must ensure that the requirements of clause 23.1 are met for each customer interface.

24 Compliance training

- 24.1 TPG will ensure that yearly practical training is undertaken by all staff whose duties could result in them being at material risk of contravening this Undertaking and TPG's obligations under Part 8 of the Act.
- 24.2 TPG (including TPG Retailers, TPG Wholesalers and staff providing Shared Corporate Services and Network Engineering Services) will ensure that the training is conducted through online training courses and/or by a suitably qualified compliance professional or legal practitioner.
- 24.3 TPG will ensure that awareness of issues relating to compliance with this Undertaking forms part of the induction of any new TPG directors, executives, and staff whose duties could result in them being at material risk of contravening any part of this Undertaking.

25 Compliance Plans

- 25.1 TPG will prepare plans (**Compliance Plans**) setting out actions to be taken by the TPG Wholesalers and TPG Retailers, for the purpose of ensuring that the TPG Wholesalers and TPG Retailers comply with this Undertaking.
- 25.2 TPG will provide the ACCC with draft Compliance Plans 20 Business Days prior to the Undertaking coming into effect (as provided for in clause 3.1).
- 25.3 Within three months of the date that this Undertaking comes into force, TPG will give the ACCC a copy of each of the final Compliance Plans.
- 25.4 TPG will give the ACCC a copy of any variation to any Compliance Plans within 10 Business Days of implementing such variation.

26 Compliance reports

- 26.1 TPG Wholesalers and TPG Retailers will give to the ACCC periodic reports that:
- (1) relate to the TPG Wholesalers' or TPG Retailers' (as applicable) compliance with this Undertaking; and
 - (2) are in a form approved in writing by the ACCC.
- 26.2 The reports referred to in clause 26.1 are known as **Compliance Reports**.
- 26.3 Each of the Compliance Reports will be provided on or before 31 July each year.

26.4 Each Compliance Report will include, to the year ending 30 June:

- (1) the total number of residential superfast local access lines that are supplied by the relevant TPG Retailer or TPG Wholesaler (as applicable);
- (2) details of the TPG Retailer's or TPG Wholesaler's (as applicable) compliance with this Undertaking;
- (3) details of the TPG Retailer's or TPG Wholesaler's (as applicable) compliance with sections 151ZF and 151ZG of the Act (regarding non-discrimination);
- (4) any known instances of non-compliance, the reasons the relevant TPG Retailer or TPG Wholesaler has not complied, and actions taken or being taken to rectify or address such non-compliance; and
- (5) any complaints received from wholesale customers in relation to the relevant TPG Retailer's or TPG Wholesaler's compliance with this Undertaking, and actions taken in response.

26.5 TPG, TPG Wholesalers and TPG Retailers will provide all reasonable assistance and respond to any reasonable request made by the ACCC for the purposes of any audits undertaken by the ACCC to verify compliance with this Undertaking by the ACCC.

27 Fundamental provisions

The provisions in clauses 6, 7, 13.4, 13.5, 20, 21 and 22.1 of this Undertaking are fundamental provisions.