
Revised Joint Functional Separation Undertaking

given by Uniti Group Limited to the Australian Competition and Consumer Commission under section 151Q of the *Telecommunications Act 1997*

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This Revised Joint Functional Separation Undertaking is given by Uniti Group Limited as agent for and on behalf of the Uniti Group Retailers and Wholesalers to the Australian Competition and Consumer Commission under section 151Q of the *Telecommunications Act 1997* (Cth) and is dated _____

Part A - Interpretation

1. Definitions

1.1 The following terms or expressions have the following meanings in this Undertaking, unless the context otherwise requires:

ACCC means the Australian Competition and Consumer Commission.

Act means the *Telecommunications Act 1997* (Cth).

Executive means, in respect of a business unit, the most senior person who has direct responsibility for the management of that business unit.

Protected Information means:

- (a) confidential or commercially sensitive information relating to a wholesale customer (other than a Retailer), or a customer of a wholesale customer, and which a Wholesaler obtains for the purpose of, or in the course of, supplying services to that wholesale customer; and
- (b) confidential or commercially sensitive information which a Retailer obtains from a carrier or a carriage service provider (other than a Wholesaler) for the purpose of, or in the course of, acquiring services from that carrier or a carriage service provider.

Related Bodies Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Retail Activities has the meaning in clause 1.4(a) of Part C.

Retailers has the meaning in clause 5.1(a) of Part B.

Shared Corporate Services means corporate shared services which support Uniti Group functions, including:

- (a) group treasury, finance, group financial reporting, investor relations, tax, banking relationships, payroll and accounts payable;
- (b) people and culture, including the general functions involved in recruitment, leadership training, coaching, remuneration frameworks;
- (c) corporate marketing and communications;
- (d) legal, risk management, complaint handling, regulatory compliance and government relations generally relating to Uniti Group as a telecommunications company;
- (e) internal IT, including the Corporate IT (Internal Network) and cyber security of that network, and software and application development and the support and maintenance of developed software and applications;
- (f) head office functions, corporate secretarial office and board support;
- (g) group corporate strategy and M&A;
- (h) procurement, project management office, and facilities & office management; and

- (i) other services which are ancillary or related to the services described in (a) to (h).

Undertaking means this functional separation undertaking.

Uniti Group means Uniti Group Limited, the Wholesalers, the Retailers, and any other Related Bodies Corporate.

Uniti Group Limited means Uniti Group Limited (ACN 158 957 889) as agent for and on behalf of the Retailers and Wholesalers.

Uniti Retail BU means the retail business unit of Uniti Group, which comprises the Retailers.

Uniti Wholesale BU means the wholesale and infrastructure business unit of Uniti Group, which comprises the Wholesalers.

Wholesale Activities has the meaning in clause 1.4(b) of Part C.

Wholesalers has the meaning in clause 5.1(b) of Part B.

- 1.2 A term or expression which is defined in the Act, but is not defined in clause 1.1 of this Part A has the meaning given to it in the Act.

2. Interpretation

In this Undertaking the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Undertaking;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) the words “such as”, “including”, “particularly” and similar expressions are not used as, nor are intended to be, interpreted as words of limitation; and
- (e) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a party includes its successors and permitted assigns;
 - (iii) a document includes all amendments or supplements to that document;
 - (iv) a clause, paragraph, term, party, schedule or attachment is a reference to a clause, paragraph or term of, or party, schedule or attachment to this Undertaking;
 - (v) this Undertaking includes all schedules and attachments to it;
 - (vi) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - (vii) an agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing.

Part B - Scope and application

1. When this Undertaking comes into force

This Undertaking comes into force on the date it is accepted by the ACCC.

2. Withdrawal of this Undertaking

Uniti Group Limited may withdraw this Undertaking at any time prior to the time that it is accepted by the ACCC.

3. Expiry time of this Undertaking

Unless revoked sooner in accordance with the Act, this Undertaking will expire on the date that is 10 years after the date it first came into force.

4. Application of this Undertaking

Notwithstanding anything else in this Undertaking, any obligations in this Undertaking apply to the Retailers and Wholesalers only to the extent that they supply local access line services using a local access line that is controlled by Uniti Group 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 fixed-line superfast carriage services wholly or principally to residential customers, or prospective residential customers, in Australia.

5. Identification of Retailers and Wholesalers

5.1 For the purposes of this Undertaking:

(a) **Retailers** means the following companies which comprise the Uniti Retail BU from time to time:

- (i) Uniti Retail Pty Ltd ; and
- (ii) Such other companies that are acquired by a Uniti Group company after the date of this Undertaking subject to clause 5.2(a) of this Part B,

and a **Retailer** means any one of them; and

(b) **Wholesalers** means the following companies which comprise the Uniti Wholesale BU from time to time:

- (i) Opticomm Pty Ltd;
- (ii) LBNCo Pty Ltd;
- (iii) Service Elements Pty Ltd
- (iv) OPENetworks Pty Ltd;
- (v) Capital Fibre Networks Pty Ltd; and
- (vi) such other companies that are acquired by a Uniti Group company after the date of this Undertaking subject to clause 5.2(b) of this Part B,

and a **Wholesaler** means any one of them.

5.2 If, at any time after the date of this Undertaking, a Uniti Group company proposes to acquire a company (New Company**) which is intended to:**

- (a) join the Uniti Retail BU: Uniti Group Limited will, as soon as reasonably possible seek a variation of this Undertaking in accordance with section 151Q of the *Telecommunications Act 1997*; or
- (b) join the Uniti Wholesale BU: Uniti Group Limited will, as soon as reasonably possible, seek a variation of this Undertaking in accordance with section 151Q of the *Telecommunications Act 1997*.

and, for the avoidance of doubt, any New Company will not join the Uniti Retail BU or Uniti Wholesale BU for the purposes of this Undertaking until the variation of this Undertaking to add the New Company has been accepted by the ACCC.

Part C - Functional Separation

1. Uniti Group organisational structure

1.1 Separate Business Units for Retail and Wholesale

- (a) Uniti Group Limited will maintain the following separate business units:
 - (i) Uniti Retail BU; and
 - (ii) Uniti Wholesale BU.
- (b) Uniti Group Limited will maintain:
 - (i) the Uniti Retail BU separate from the Uniti Wholesale BU; and
 - (ii) the Uniti Wholesale BU separate from the Uniti Retail BU,including through complying with the remaining provisions of clause 1 of this Part C.

1.2 Separate Business Unit Functions

- (a) Each of the Uniti Retail BU and the Uniti Wholesale BU will:
 - (i) maintain separate and dedicated functions in respect of the Retail Activities and Wholesale Activities as described in this Part C; and
 - (ii) receive Shared Corporate Services, or the benefit of Shared Corporate Services, from Uniti Group Limited.
- (b) Uniti Group Limited staff who provide Shared Corporate Services to both the Uniti Retail BU and the Uniti Wholesale BU will comply with the information protection requirements in clause 6 of this Part C in relation to any Protected Information to which such staff has knowledge or access.

1.3 Separate branding

- (a) The Retailers and Wholesalers will operate their businesses under separate brands.
- (b) A Retailer will not use a brand or trade mark in its business if that brand or trade mark is used by a Wholesaler in its business.
- (c) A Wholesaler will not use a brand or trade mark in its business if that brand or trade mark is used by a Retailer in its business.

1.4 Activities of Retailers and Wholesalers

- (a) The Retailers will have principal control over and responsibility for the following (**Retail Activities**):
 - (i) marketing, sale and supply to retail customers and prospective retail customers of local access line services;
 - (ii) supply of other value-added services to retail customers including sale of access equipment to enable consumption of the services in clause 1.4(a)(i);
 - (iii) taking service orders from retail customers for activation and provisioning;
 - (iv) responding to network and service complaints from retail customers;
 - (v) billing of retail customers; and

- (vi) acquiring services from a Wholesaler (including exchanging wholesale pricing and other terms and conditions offered by other carriers and carriage service providers for the purpose of enabling a Retailer to seek equivalent offers and terms from a Wholesaler); and
 - (vii) setting retail price and non-price terms and conditions.
- (b) The Wholesalers will have principal control over and responsibility for the following **(Wholesale Activities)**:
- (i) network operations and maintenance functions;
 - (ii) marketing, sale and supply of wholesale local access line service;
 - (iii) receipt of orders, service activation and provisioning;
 - (iv) processing and implementing requests to amend services or churn services in accordance with relevant industry codes;
 - (v) line fault detection, handling and rectification;
 - (vi) billing of wholesale customers; and
 - (vii) setting wholesale price and non-price terms and conditions.
- (c) Each Retailer undertakes not to perform Wholesale Activities.
- (d) Each Wholesaler undertakes not to perform Retail Activities.

1.5 Supply of local access line services by Retailers and Wholesalers

- (a) A Retailer will not supply a local access line service to a person unless the person is a retail customer.
- (b) A Wholesaler will not supply a local access line service to a person unless the person is a wholesale customer.

2. Staff of Wholesalers and Retailers

2.1 Separate and independent staff

- (a) The Wholesalers and the Retailers will each engage separate and independent staff.
- (b) Each Wholesaler undertakes that, except to the extent specified in clause 1.2 or this clause 2 of Part C:
 - (i) the Wholesaler's staff will perform their duties exclusively for the Wholesalers; and
 - (ii) the Wholesaler will ensure that personnel who:
 - (A) are engaged by persons other than the Wholesalers; and
 - (B) perform duties for the Wholesaler;are different from the personnel who:
 - (C) are engaged by persons other than the Wholesalers; and
 - (D) perform duties for a Retailer.

- (c) Each Retailer undertakes that, except to the extent specified in clause 1.2 or this clause 2 of Part C:
 - (i) the Retailer's staff will perform their duties exclusively for the Retailers; and
 - (ii) the Retailer will ensure that the personnel who:
 - (A) are engaged by persons other than the Retailers; and
 - (B) perform duties for the Retailer;are different from the personnel who:
 - (C) are engaged by persons other than the Retailers; and
 - (D) perform duties for a Wholesaler.

2.2 Leadership of Retailer's and Wholesaler's staff

- (a) The staff of a Wholesaler will not be subject to management direction by the leadership of a Retailer.
- (b) The staff of a Retailer will not be subject to management direction by the leadership of a Wholesaler.
- (c) The position of the Executive of the Uniti Retail BU is of the same level of seniority in Uniti Group Limited's management structure as the position of the Executive of the Uniti Wholesale BU.

2.3 Separate staff locations

- (a) Staff of the Uniti Retail BU and the Uniti Wholesale BU will be located in premises that:
 - (i) are physically separate from any premises occupied by staff of the other business unit (though this does not mean that the staff are required to be located in a separate building); and
 - (ii) will have security measures in place that prevent a staff member of one business unit from gaining access to the work areas of premises where staff of the other business unit are located unless:
 - (A) the staff member enters the premises for the purposes of meeting with a staff member of the other business unit or Uniti Group Limited staff involved in the provision of Shared Corporate Services; and
 - (B) the entry to the premises by the staff member is authorised by a staff member of the other business unit or Uniti Group Limited staff involved in the provision of Shared Corporate Services; and
 - (C) the staff member is accompanied, to the extent practicable, while in the premises by a staff member of the other business unit or Uniti Group Limited staff involved in the provision of Shared Corporate Services.

2.4 Remuneration

- (a) Except as provided in this clause 2.4:
 - (i) the incentive remuneration for staff of a Retailer will reflect solely the objectives and performance of the Uniti Retail BU;

- (ii) the funds that are available for staff remuneration within the Uniti Retail BU will be determined by the overall performance of the Uniti Retail BU;
 - (iii) the incentive remuneration for staff of a Wholesaler will reflect solely the objectives and performance of the Uniti Wholesale BU; and
 - (iv) the funds that are available for staff remuneration within the Uniti Wholesale BU will be determined by the overall performance of the Uniti Wholesale BU.
- (b) Subject to clause 2.4(c), Uniti Group Limited may implement variable incentive remuneration structures, including equity based incentive plans, which in whole or part reflect the overall short and long term performance of Uniti Group.
- (c) Uniti Group Limited will not implement any incentive remuneration structures:
 - (i) for staff of Retailers, which directly reflects or is determined by the performance of the Uniti Wholesale BU; and
 - (ii) for staff of Wholesalers, which directly reflects or is determined by the performance of the Uniti Retail BU.
- (d) The Executive of the Uniti Retail BU and the Executive of the Uniti Wholesale BU will be eligible to participate in Uniti Group Limited's long term incentive plan, which is based on performance measures typical of such plans and is determined by the overall performance of Uniti Group.
- (e) The Executive of the Uniti Retail BU and the Executive of Uniti Wholesale BU will also be eligible for variable incentive remuneration, which will be awarded on the following basis:
 - (i) the total funds that will be available to be awarded will be determined by the performance of Uniti Group; and
 - (ii) the total quantum which each Executive will be contractually entitled to have awarded to them will be determined:
 - (A) in the case of the Executive of the Uniti Retail BU, by the past performance of the Uniti Retail BU against Uniti Group Limited targets; and
 - (B) in the case of the Executive of the Uniti Wholesale BU, by the past performance of the Uniti Wholesale BU against Uniti Group Limited targets.

2.5 Staff transfers

- (a) Staff of a Retailer may only transfer to a Wholesaler, and staff of a Wholesalers may only transfer to a Retailer, if:
 - (i) Uniti Group Limited had made the relevant staff aware of their obligations under this Undertaking, including through training conducted in accordance with Part D of this Undertaking; and
 - (ii) such transfer is appropriately documented by Uniti Group Limited.

2.6 Shared Corporate Services

- (a) Shared Corporate Services will only be provided by staff that are engaged by Uniti Group Limited.
- (b) Through its people and culture Shared Corporate Service, Uniti Group Limited will seek to ensure that staff in all Uniti Group business units have access to the same employment terms

and conditions, employee benefits, and access to corporate systems and benefits, related to their employment.

- (c) Uniti Group Limited staff involved in the provision of Shared Corporate Services are subject to the information security requirements in clause 6 of this Part C in relation to any Protected Information to which such staff has knowledge or access for the purposes of performing the Shared Corporate Services. Without limiting clause 6, such staff must not:
 - (i) disclose to a Retailer any Protected Information which relates to or was obtained from a Wholesaler; and
 - (ii) disclose to a Wholesaler any Protected Information which relates to or was obtained from a Retailer.

2.7 Group culture events

- (a) Uniti Group Limited may conduct group events, such as companywide staff briefings, social functions, and other team events aimed at encouraging the development of a team culture. Such events will be open to and may be attended by staff of each of the Uniti Group business units.
- (b) Uniti Group Limited will ensure that no Protected Information is shared or disclosed at any group events conducted under clause 2.7(a).

3. Directors of Wholesalers and Retailers

- (a) Each Wholesaler undertakes to ensure that no director of the Wholesaler is a director of a Retailer.
- (b) Each Retailer undertakes to ensure that no director of the Retailer is a director of a Wholesaler.

4. Separate business and operating systems and accounts

4.1 Separate systems and accounts

- (a) Each Wholesaler and Retailer undertakes that:
 - (i) the Wholesalers; and
 - (ii) the Retailers;will, to the extent specified in this clause 4, have separate:
 - (iii) operational support systems; and
 - (iv) business systems; and
 - (v) communications systems; and
 - (vi) accounts.

4.2 Separate systems

- (a) The Wholesalers and the Retailers will maintain separate and independent business and operating systems and, except as set out in clause 4.2(e), will operate physically separate IT systems and applications.
- (b) The Wholesalers and Retailers will use:

- (i) separate third party systems for sales CRM, ticketing system, communications (email), project management, licence and device management, finance, billing and help desk; and
 - (ii) separate internal systems for customer/RSP (self-service management) portals.
- (c) Uniti Group Limited will maintain a website and domain for its corporate activities, which all Uniti Group Limited staff can access and will be used for external communications, such as investor communications.
- (d) The Wholesalers and the Retailers will share a common intranet / communications system for Uniti Group internal communications, which:
- (i) will be accessible to all Uniti Group staff for group-wide communications which are not business function related (for example, communications to all staff regarding public holidays or office shut down periods, staff benefits and engagement, social channels and other such communications); and
 - (ii) otherwise will segregate communications within the Uniti Retail BU and Uniti Wholesale BU, with access to such systems requiring a password which ensures a business unit's information on such systems cannot be accessed by unauthorised staff of another business unit.
- (e) For third party generally available systems and applications which do not operate on physically separate IT systems and applications, the Uniti Retail BU and Uniti Wholesale BU will have separate instances with appropriate information barriers in place, including limitations on access to each instance only by staff within the relevant business unit, and certain corporate team members, all of who will be required to comply with the information protection requirements in clause 6 of this Part C.

4.3 Separate accounts

The Wholesalers and the Retailers will prepare and maintain separate financial accounts, to an EBITDA level including separate revenue, expenditure, capital expenditure, receivables and payables registers or books of account.

5. Wholesaler Terms and Conditions

5.1 Standard form of supply contract

Each Wholesaler will prepare and maintain a standard form of supply contract which sets out the terms and conditions (including prices) subject to which it is prepared to supply local access line services (and other services) to its wholesale customers, including the Retailers.

5.2 Document pricing

- (a) Each Wholesaler will ensure that the terms and conditions relating to price or a method of ascertaining price, and other terms and conditions on which each Wholesaler supplies local access line services to Retailers are documented.
- (b) Each Wholesaler will prepare the documentation referred to in Part C clause 5.2(a) in a manner that allows the price related terms and conditions on which the Wholesaler supplies local access line services to the Retailers to be directly compared with the price related terms on which the Retailers supply its customers when using the local access line services, including by:
 - (i) preparing a table of price related terms in the same form as the relevant Retailer's published table of retail pricing offers and specifying all tariffs, including monthly

charge, set up fee, early termination charge and minimum cost, along with any data/usage terms and conditions, such as included usage amount and method to calculate any excess usage charge; and

- (ii) listing each short-term and long-term discount, credit or rebate arrangement that the Wholesaler has offered to a Retailer, and specifying the name of the arrangement, relevant amounts, qualifying conditions and offer period.
- (c) Each Wholesaler will promptly update the documentation referred to in Part C clause 5.2(a) each time that there is:
 - (i) any change in the price related terms and conditions that the Wholesaler offers to the Retailer, including a change to its short term or long-term discount, credit or rebate arrangements offered to one or more sites; or
 - (ii) any change in the price related terms and conditions that the Retailer offers to its customers, including a change to its short term or long-term discount, credit or rebate arrangements offered to one or more sites.

5.3 Publication of terms and conditions

- (a) Each Wholesaler undertakes that it will:
 - (i) publish on its website:
 - (A) the terms and conditions relating to price or a method of ascertaining price including all short-term discounts, credits or rebates; and
 - (B) other terms and conditions;on which the Wholesaler offers to supply local access services to:
 - (C) the Retailers; and
 - (D) its wholesale customers or prospective wholesale customers; and
 - (ii) if requested to do so by a wholesale customer or prospective wholesale customer:
 - (A) supply a local access line service to the wholesale customer or prospective wholesale customer; and
 - (B) do so on the terms and conditions that were published on the Wholesaler's website at the time when the request was made.
 - (iii) promptly update its published terms and conditions each time that there is any change in the price related terms and conditions, or other terms and conditions, that each Wholesaler offers to Retailers and wholesale customers, including any change to its short term or long-term discount, credit or rebate arrangements;
 - (iv) promptly notify the Retailers and wholesale customers each time that it updates its published terms and conditions.

6. No sharing of information

6.1 Permitted sharing of information

A Retailer will not share information obtained from its retail customers with a Wholesaler or any third party the Wholesaler has contracted to which clause 8 of this Part C applies, and a Wholesaler will not share information obtained from its wholesale customers (other than a Retailer) with a Retailer or any third party the Retailer has contracted to which clause 8 of this Part C applies, except to the extent:

- (a) such parties exchange information for the purposes of a Retailer acquiring services from a Wholesaler (including exchanging wholesale pricing and other terms and conditions offered by other carriers and carriage service providers for the purpose of enabling a Retailer to seek equivalent offers and terms from a Wholesaler); or
- (b) a Retailer obtains the following information from a carrier or service provider and shares it with the Uniti Wholesale BU:
 - (i) certain information, opinions or recommendations with regards to industry regulation;
 - (ii) certain information useful in managing business operations in times of emergency (for example, events under COVID-19 and bushfire conditions);
 - (iii) requests for access to wholesale business unit infrastructure to provide network resiliency or protection solutions in particular times or generally; and/or
- (c) such parties exchange information for purposes relating to compliance with relevant regulatory obligations including to respond to law enforcement requests and escalated complaints.

For the purpose of this clause, permitted information sharing includes:

- (d) information provided to the Retailer by a carrier or carriage service provider (other than the Wholesaler) that constitutes:
 - (i) terms and conditions relating to price or a method of ascertaining price in respect of the provision of a local access line service on a wholesale basis;
 - (ii) other terms and conditions relating to the provision of a local access line service on a wholesale basis; or
 - (iii) current or proposed network coverage information including maps and network ownership information relating to the provision of a local access line service on a wholesale basis;where that information is disclosed by the Retailer to the Wholesaler bound by this Undertaking for the purpose of obtaining an equivalent offer from the Wholesaler in respect of the provision of a local access line service on a wholesale basis.
- (e) information provided to the Retailer by a carrier or carriage service provider (other than the Wholesaler) that constitutes:
 - (i) practices, procedures or other guidance relating to the maintenance and continuity of business operations in emergency scenarios;
 - (ii) a request to access the infrastructure of the Wholesaler for the purpose of maintaining network resilience or the continuity of business operations; or
 - (iii) practices, procedures or other guidance relating to compliance with relevant regulatory obligations.

6.2 Steps to prevent sharing of information

The Retailers and Wholesalers will take the following steps to restrict the sharing of information between the business units:

- (a) the Retailers and Wholesalers will maintain separate and independent business and operating systems, and operate physically separate IT systems and applications, as described in clause 4.2 of this Part C;

- (b) staff of the Uniti Retail BU and the Uniti Wholesale BU will be located in premises that are physically separate and will be subject to security measures as described in clause 2.3 of this Part C;
- (c) Uniti Group Limited will implement information sharing protocols at the business unit level that reflect the prohibitions in this Undertaking on the sharing of Protected Information between business units; and
- (d) staff of the Uniti Retail BU and the Uniti Wholesale BU will receive relevant training as described in Part D.

6.3 Undertakings regarding disclosure of information

- (a) Each Wholesaler undertakes to ensure that information provided by its wholesale customers (other than the Retailers) is not disclosed to any of the Retailers or any third party the Retailers have contracted to which clause 8 of this Part C applies.
- (b) Each Retailer undertakes to ensure that:
 - (i) it does not obtain, access or use information provided to any of the Wholesalers by a Wholesaler's wholesale customers; and
 - (ii) information provided to the Retailer by a carrier or carriage service provider, other than:
 - (A) information provided by a Wholesaler;
 - (B) information described in clause 6.1(a) or (b) or (c) of this Part C; or
 - (C) information of a kind specified in a determination under section 151C(15) of the Act,is not disclosed to any of the Wholesalers or any third party the Wholesalers have contracted to which clause 8 of this Part C applies.
- (c) Each Wholesaler undertakes to ensure that it does not obtain, access or use information provided to any of the Retailers by a carrier or carriage service provider, other than:
 - (i) information provided by a Wholesaler; or
 - (ii) information of a kind specified in a determination under section 151C(15) of the Act.

7. Wholesale customer Interface

- (a) Each Wholesaler will use a single RSP portal (self-service management for wholesale customers) for all of their wholesale customers including the Retailers.
- (b) Each Wholesaler undertakes to use the same customer interface for dealings between:
 - (i) the Wholesaler; and
 - (ii) the Wholesaler's wholesale customers (other than the Retailers);as the Wholesaler uses for dealings between:
 - (iii) the Wholesaler; and
 - (iv) a Retailer.
- (c) Each Wholesaler will ensure that the customer interface:

- (i) provides the same functionality to its customers and Retailers in respect of local access line services; and
- (ii) provides its customers and Retailers with access to the same set of local access line services.

8. Outsourced service provision

- (a) Where Uniti Group Limited contracts with a third party or parties to provide services to it including services related to all or part of the Shared Corporate Services Uniti Group Limited will ensure that any such third party service provider understands and complies with Uniti Group Limited's obligations in this Undertaking. For the avoidance of doubt, Uniti Group Limited remains fully responsible for compliance with its obligations in this Undertaking.
- (b) Where a Retailer or a Wholesaler contracts with a third party or parties to provide services to it including services related to all or part of the Retail Activities and the Wholesale Activities, the relevant Retailer or Wholesaler will ensure that any such third party service provider understands and complies with the relevant Wholesaler's or Retailer's obligations in accordance with this Undertaking. For the avoidance of doubt, the relevant Wholesaler or Retailer remains fully responsible for compliance with its obligations in this Undertaking.

9. Fundamental provisions

Each of the undertakings in Part C and clause 5 of Part B are fundamental provisions for the purposes of section 151C(9) of the Act.

Part D - Compliance and Reporting

1. Operation of this Part D

This Part D sets out the measures to be taken by Uniti Group Limited to promote and facilitate:

- (a) compliance by Wholesalers and Retailers with this Undertaking; and
- (b) the monitoring of compliance with this Undertaking by the ACCC.

2. Compliance Training

- (a) Uniti Group Limited will ensure that regular (at least once a year) and practical training is undertaken for all relevant Uniti Group staff whose duties could result in them being concerned with conduct that may contravene Part C of this Undertaking.
- (b) Uniti Group Limited will ensure that the training is conducted:
 - (i) through online training courses; and/or
 - (ii) by a suitably qualified compliance professional or legal practitioner.
- (c) Uniti Group Limited will ensure that awareness of issues relating to compliance with Part C of this Undertaking forms part of the induction of any new Uniti Group directors and staff whose duties could result in them being concerned with conduct that may contravene Part C of this Undertaking.
- (d) Uniti Group Limited will maintain written records of this training.

3. Compliance Plan

Uniti Group Limited will:

- (a) prepare a plan (**Compliance Plan**) setting out the actions to be taken by:
 - (i) the Wholesalers for the purpose of ensuring that the Wholesalers comply with this Undertaking; and
 - (ii) the Retailers for the purpose of ensuring that the Retailers comply with this Undertaking; and
- (b) within 3 months of the date that this Undertaking comes into force, give the ACCC:
 - (i) a copy of the Compliance Plan; and
 - (ii) a copy of any variation of the Compliance Plan.
- (c) The ACCC may direct Uniti Group Limited to make changes to its Compliance Plan including to make specified additions, deletions or amendments to the actions to be taken.
- (d) The ACCC will consult with Uniti Group Limited prior to giving a direction under clause 3(c) of Part D.
- (e) Uniti Group Limited will give the ACCC a copy of any variation to the Compliance Plan within 10 Business Days of implementing such variation.

4. Compliance reports

- (a) Each Wholesaler will give the ACCC periodic reports (**Compliance Reports**) that:
 - (i) relate to the Wholesaler's compliance with this Undertaking; and
 - (ii) are in a form approved in writing by the ACCC.
- (b) Each Retailer will give the ACCC Compliance Reports that:
 - (i) relate to the Retailer's compliance with this Undertaking; and
 - (ii) are in a form approved in writing by the ACCC.
- (c) In each of the Compliance Reports Unifi Group Limited will include a copy of:
 - (i) each document setting out the terms and conditions on which the Wholesalers supply local access line services to the Retailers as referred to in Part C clause 5.2;
 - (ii) each published wholesale standard form of agreement as referred to in Part C clause 5.3 in effect during the reporting period;
- (d) The ACCC, by notice in writing to Unifi Group Limited, may direct Unifi Group:
 - (i) to include additional information to be contained in, or to provide documents that are to accompany, a Compliance Report; and/or
 - (ii) to give to the ACCC Compliance Reports on a different date and/or at a different frequency.
- (e) The ACCC will consult with Unifi Group Limited before giving a direction under Part D clause 4(d).
- (f) Unless otherwise directed by the ACCC under Part D clause 4(d), the Compliance Reports will be prepared and provided to the ACCC on an annual basis within 30 days of each anniversary of the date of provision of the first Compliance Plan under Part D, clause 3 and will relate to the previous 12 month period.
- (g) Each Compliance Report will include, for the relevant 12 month period, a summary of (to the extent applicable):
 - (i) the total number of residential superfast local access lines that are supplied by the relevant Retailer or Wholesaler;
 - (ii) details of the relevant Retailer or Wholesaler 's compliance with the provisions and other specific obligations under this Undertaking;
 - (iii) details of the relevant Retailer or Wholesaler 's compliance with sections 151ZF and 151ZG of the Act;
 - (iv) any instances of non-compliance, the reasons the relevant Retailer or Wholesaler has not complied and actions taken or being taken to rectify or address these; and
 - (v) any complaints received from wholesale customers in relation to the relevant Retailer or Wholesaler 's compliance with provisions or obligations under this Undertaking and actions taken in response.

Unifi Group Limited 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.


Uniti Retail Pty Ltd hereby authorises Uniti Group Limited to enter into this Joint Functional Separation Undertaking on its behalf:

Signed for Uniti Retail Pty Ltd by an authorised officer in the presence of

DocuSigned by:

79A5863A2E0D453...
Signature of witness

Mei Loke
Name of witness (print)

DocuSigned by:

FA5206F791FC415...
Signature of officer

Michael Simmons
Name of officer (print)

Chief Executive / Managing Director
Office held

OptiComm Pty Ltd hereby authorises Uniti Group Limited to enter into this Joint Functional Separation Undertaking on its behalf:

Signed for OptiComm Pty Ltd by an authorised officer in the presence of

DocuSigned by:

79A5863A2E0D453...
Signature of witness

Mei Loke
Name of witness (print)

DocuSigned by:


0E27CBCA37BE468...
Signature of officer

Geoff Aldridge
Name of officer (print)


CE
Office held

LBNCo Pty Ltd hereby authorises Uniti Group Limited to enter into this Joint Functional Separation Undertaking on its behalf:

Signed for LBNCo Pty Ltd by an authorised officer in the presence of

DocuSigned by:

79A5863A2E0D453...
Signature of witness

Mei Loke
Name of witness (print)


DocuSigned by:

0E27CBCA37BE468...
Signature of officer

Geoff Aldridge
Name of officer (print)


CE
Office held

OPENetworks Pty Ltd hereby authorises Uniti Group Limited to enter into this Joint Functional Separation Undertaking on its behalf:

Signed for OPENetworks Pty Ltd by an authorised officer in the presence of

DocuSigned by:

79A5863A2E0D453...
Signature of witness

Mei Loke
Name of witness (print)


DocuSigned by:

0E27CBCA37BE468...
Signature of officer

Geoff Aldridge
Name of officer (print)

CE
Office held

Service Elements Pty Ltd hereby authorises Uniti Group Limited to enter into this Joint Functional Separation Undertaking on its behalf:

Signed for Service Elements Pty Ltd by an authorised officer in the presence of

DocuSigned by:

79A5863A2E0D453...
Signature of witness

Mei Loke
Name of witness (print)

DocuSigned by:

0E27CBCA37BE468...
Signature of officer

Geoff Aldridge
Name of officer (print)

CE
Office held

Capital Fibre Networks Pty Ltd hereby authorises Uniti Group Limited to enter into this Joint Functional Separation Undertaking on its behalf:

Signed for Capital Fibre Networks Pty Ltd by an authorised officer in the presence of

DocuSigned by:

79A5863A2E0D453...
Signature of witness

Mei Loke
Name of witness (print)

DocuSigned by:

0E27CBCA37BE468...
Signature of officer

Geoff Aldridge
Name of officer (print)

CE
Office held