
Joint Functional Separation Undertaking

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

Part A - Interpretation	3
1. Definitions	3
2. Interpretation	4
Part B - Scope and application	5
1. When this Undertaking comes into force.....	5
2. Withdrawal of this Undertaking	5
3. Expiry time of this Undertaking	5
4. Application of this Undertaking	5
5. Identification of Retailers and Wholesalers	5
Part C - Functional Separation.....	7
1. Uniti Group organisational structure	7
2. Staff of Wholesalers and Retailers	8
3. Directors of Wholesalers and Retailers.....	11
4. Separate business and operating systems and accounts	11
5. Wholesaler Terms and Conditions	13
6. No sharing of information	13
7. Wholesale customer Interface	14
8. Fundamental provisions	15
Part D - Compliance and Reporting.....	16
1. Operation of this Part D.....	16
2. Compliance Training	16
3. Compliance Plan.....	16
4. Compliance reports	16

This Joint Functional Separation Undertaking is given by Uniti Group Limited on behalf of the Uniti Group Retailers and Wholesalers to the Australian Competition and Consumer Commission under section 151C of the *Telecommunications Act 1997* (Cth) and is dated 2 September 2020.

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).

Business Unit Functions means functions undertaken at the business unit level, including sales and marketing, customer provisioning and support, network operations and maintenance, product development and support, network construction and maintenance (where required), business finance, engineering, technical and IT.

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

Consumer & Business Enablement means the retail business unit of Uniti, which comprises the Retailers.

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.

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, regulatory compliance and government relations generally relating to Uniti Group core activities as a telecommunications company;
- (e) internal IT, including the Corporate IT (Internal Network) and cyber security of that network;
- (f) head office functions, corporate secretarial office and board support;

- (g) group corporate strategy and M&A; and
- (h) procurement, project management office, and facilities & office management.

Speciality Services means the speciality services business unit of Uniti providing messaging services, phone, and premium number voice services.

Undertaking means this functional separation undertaking.

Uniti means Uniti Group Limited and the companies comprising the Consumer & Business Enablement, the Wholesale & Infrastructure and the Specialty Services business units.

Uniti Group means Uniti Group Limited, the Wholesalers and the Retailers.

Uniti Group Limited means Uniti Group Limited (ACN 158 957 889).

Wholesale & Infrastructure means the wholesale and infrastructure business unit of Uniti, 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 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 comes into force.

4. Application of this Undertaking

Once accepted by the ACCC, this Undertaking will apply to any Retailers and Wholesalers that supply local access line services using a local access line that is controlled by a Uniti 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.

5. Identification of Retailers and Wholesalers

5.1 For the purposes of this Undertaking:

- (a) **Retailers** means the following companies which comprise the Consumer & Business Enablement business unit from time to time:
- (i) FuzeNet Pty Ltd and its subsidiaries;
 - (ii) Uniti Wireless Pty Ltd; and
 - (iii) such other companies that are acquired by a Uniti company after the date of this Undertaking and which Uniti notifies the ACCC are Retailers in accordance with 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 Wholesale & Infrastructure business unit from time to time:
- (i) LBNC Holdings Pty Ltd and its subsidiaries;
 - (ii) OPENetworks Pty Ltd; and
 - (iii) such other companies that are acquired by a Uniti company after the date of this Undertaking and which Uniti notifies the ACCC are Wholesalers in accordance with 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 company proposes to acquire a company which:

- (a) supplies eligible services to retail customers and, following acquisition, will become a Consumer & Business Enablement company:

- (i) Uniti will notify the ACCC of the proposed acquisition; and
 - (ii) on and from the date the Uniti company acquires the company, the company will be a Retailer for the purposes of this Undertaking; or
- (b) supplies eligible services to wholesale customers and, following acquisition, will become a Wholesale & Infrastructure company:
 - (i) Uniti will notify the ACCC of the proposed acquisition; and
 - (ii) on and from the date that the Uniti company acquires the company, the company will be a Wholesaler for the purposes of this Undertaking.

Part C - Functional Separation

1. Uniti Group organisational structure

1.1 Separate Business Units for Retail and Wholesale

- (a) Uniti will maintain the following separate business units:
 - (i) Consumer & Business Enablement;
 - (ii) Wholesale & Infrastructure; and
 - (iii) Speciality Services.
- (b) Uniti will maintain:
 - (i) the Consumer & Business Enablement business unit separate from the Wholesale & Infrastructure business unit; and
 - (ii) the Wholesale & Infrastructure business unit separate from the Consumer & Business Enablement business unit,including through complying with the remaining provisions of clause 1 of this Part C.

1.2 Separate Business Unit Functions

- (a) Each of the Consumer & Business Enablement business unit and the Wholesale & Infrastructure business unit will:
 - (i) maintain separate and dedicated Business Unit Functions 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 Consumer & Business Enablement business unit and the Wholesale & Infrastructure business unit 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 in relation to the supply of eligible services to retail customers:
 - (i) retail marketing, sale and supply of broadband and voice services delivered over local access line services acquired from Wholesalers or from other third parties including NBNCo;

- (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) retail marketing, sale and supply of broadband and voice services delivered over wireless infrastructure owned and operated by the Retailers;
 - (iv) taking service orders from retail customers;
 - (v) responding to network and service complaints from retail customers;
 - (vi) retail billing; and
 - (vii) setting retail price and non-price terms and conditions (**Retail Activities**).
- (b) The Wholesalers will have principal control over and responsibility for the following in relation to the supply of eligible services to the Retailers and other wholesale customers:
- (i) network planning 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) wholesale billing; and
 - (vii) setting wholesale price and non-price terms and conditions (**Wholesale Activities**).
- (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) Each Retailer:
- (i) will supply eligible services to persons who are retail customers; and
 - (ii) undertakes not to supply a local access line service to a person unless the person is a retail customer.
- (b) Each Wholesaler:
- (i) will supply eligible services to the Retailers and other persons who are wholesale customers; and
 - (ii) undertakes not to 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 Retailers and Wholesalers' staff

- (a) The staff of the Wholesalers will not be subject to management direction by the leadership of the Retailers.
- (b) The staff of the Retailers will not be subject to management direction by the leadership of the Wholesalers.
- (c) The position of the Chief Executive of the Consumer & Business Enablement business unit is of the same level of seniority in Uniti's management structure as the position of the Chief Executive of the Wholesale & Infrastructure business unit.

2.3 Separate staff locations

- (a) Staff of the Consumer & Business Enablement business unit and the Wholesale & Infrastructure business unit 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 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; and
- (B) the entry to the premises by the staff member is authorised by a staff member of the other business unit; and
- (C) the staff member is accompanied, to the extent practicable, while in the premises by a staff member of the other business unit.

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 Consumer & Business Enablement business unit;
 - (ii) the funds that are available for staff remuneration within the Consumer & Business Enablement business unit will be determined by the overall performance of the Consumer & Business Enablement business unit;
 - (iii) the incentive remuneration for staff of a Wholesaler will reflect solely the objectives and performance of the Wholesale & Infrastructure business unit; and
 - (iv) the funds that are available for staff remuneration within the Wholesale & Infrastructure business unit will be determined by the overall performance of the Wholesale & Infrastructure business unit.
- (b) Subject to clause 2.4(c), Uniti 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.
- (c) Uniti will not implement any incentive remuneration structures:
 - (i) for staff of Retailers, which directly reflects or is determined by the performance of the Wholesale & Infrastructure business unit; and
 - (ii) for staff of Wholesalers, which directly reflects or is determined by the performance of the Consumer and Business Enablement business unit.
- (d) The Chief Executive of the Consumer & Business Enablement business unit and the Chief Executive of the Wholesale & Infrastructure business unit will be eligible to participate in Uniti's long term incentive plan, which is based on performance measures typical of such plans and is determined by the overall performance of Uniti.
- (e) The Chief Executive of the Consumer and Business Enablement business unit and the Chief Executive of Wholesale & Infrastructure business unit 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; and
 - (ii) the total quantum which each Chief Executive will be contractually entitled to have awarded to them will be determined:
 - (A) in the case of the Chief Executive of the Consumer and Business Enablement business unit, by the past performance of the Consumer and Business Enablement business unit against Uniti group targets; and

- (B) in the case of the Chief Executive of the Wholesale & Infrastructure business unit, by the past performance of the Wholesale & Infrastructure business unit against Uniti group 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) the relevant staff has been made 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.

2.6 Corporate Shared Services

- (a) Corporate Shared Services will only be provided by staff that are engaged by Uniti Group Limited.
- (b) Through its people and culture Shared Corporate Service, Uniti will seek to ensure that staff in all Uniti 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 Corporate Shared 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 Corporate Shared 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 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 business units.
- (b) Uniti 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 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 internal communications, which:
- (i) will be accessible to all Uniti 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 Consumer & Business Enablement and Wholesale & Infrastructure business units, 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 Consumer & Business Enablement and Wholesale & Infrastructure business units 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 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; 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.

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, and a Wholesaler will not share information obtained from its retail customers (other than a Retailer) with a Retailer, 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 Wholesale & Infrastructure business unit:
 - (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); and
 - (iii) requests for access to wholesale business unit infrastructure to provide network resiliency or protection solutions in particular times or generally.

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 Consumer & Business Enablement business unit and the Wholesale & Infrastructure business unit 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 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 Consumer & Business Enablement business unit and the Wholesale & Infrastructure business unit 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.
- (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) 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.
- (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.

8. Fundamental provisions

Each of the undertakings in Part C 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 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 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 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 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.

3. Compliance Plan

Uniti Group 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.

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) 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.
- (d) 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.