

ENFORCEABLE UNDERTAKING GIVEN TO THE AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY BY SPINTEL PTY LTD (ACN 082 087 689) UNDER section 572B OF THE TELECOMMUNICATIONS ACT 1997 CTH

1. Definitions

- 1.1. In this Undertaking:
- 1.1.1. **ACMA** means the Australian Communications and Media Authority.
 - 1.1.2. **Act** means *Telecommunications Act 1997* (Cth).
 - 1.1.3. **Board** means SpinTel's Board of Directors or the most senior risk and/or compliance committee or board within SpinTel.
 - 1.1.4. **Commencement date** has the meaning given in subclause 2.1.
 - 1.1.5. **Gaining carriage service provider (CSP)** has the meaning given in the Telecommunications (Mobile Number Pre-Porting Additional Identity Verification) Industry Standard 2020.
 - 1.1.6. **Implementation Plan** means the SpinTel Board approved plan in response to the Independent Consultant's Report referred to in subclause 7.1.
 - 1.1.7. **Independent Consultant** means a qualified person or business with expertise in audits relating to risk and compliance, processes, procedures, systems, governance and controls who is separate and not directly associated with SpinTel.
 - 1.1.8. **Relevant Provisions** means subsections 8(2) and 8(5) of the Standard.
 - 1.1.9. **Senior Executive Service** means the Senior Executive Service constituted by subsection 35(1) of the *Public Service Act 1999* (Cth).
 - 1.1.10. **SpinTel** means SpinTel Pty Ltd (ACN 082 087 689).
 - 1.1.11. **Standard** means the Telecommunications (Mobile Number Pre-Porting Additional Identity Verification) Industry Standard 2020.
- 1.2. Unless the contrary intention appears, terms that are defined in the Act or Standard have the same meaning in this Undertaking as they have in the Act or the Standard.

2. Term of the Undertaking

- 2.1. This Undertaking commences when accepted in writing by the ACMA (**Commencement date**). This will be the date the ACMA signs and dates the Undertaking.
- 2.2. This Undertaking will have effect for a period of 18 months (**Term**) unless:
- 2.2.1. it is withdrawn or varied by SpinTel with the ACMA's consent under subsection 572B(3) of the Act; or
 - 2.2.2. cancelled by the ACMA under subsection 572B(4) of the Act.
- 2.3. This Undertaking will cease to have effect upon expiry of the Term (or upon prior withdrawal or cancellation as referred to in subclause 2.2 above).
- 2.4. Any notice or approval required or permitted to be given by the ACMA under this Undertaking must be in writing and may be given by any ACMA Authority member or by any ACMA staff member who is a member of the Senior Executive Service.

3. Background

- 3.1. On 1 December 2025, the ACMA notified SpinTel that the ACMA has reasonable

grounds to believe that, during 18 February to 17 March 2025, SpinTel contravened subsection 128(1) of the Act on 10 occasions by contravening the Relevant Provisions.

- 3.2. SpinTel acknowledges the ACMA's findings, and in response to the ACMA's concerns regarding SpinTel's compliance with the Standard, offers this Undertaking to the ACMA aimed at addressing future compliance with the Standard.

4. Undertaking

- 4.1. SpinTel undertakes to take the actions specified in this document to ensure SpinTel complies with the Relevant Provisions and does not contravene the Relevant Provisions in the future.

5. Remedial action taken by SpinTel prior to entering into this Undertaking

- 5.1. Since observing fraudulent porting activity in March 2025, SpinTel immediately reviewed the events surrounding the porting. This led to the implementation of controls to ensure [REDACTED]

6. Independent Consultant

- 6.1. SpinTel undertakes to appoint an Independent Consultant to:
- 6.1.1. review the current systems, processes and practices that SpinTel has in place relating to its compliance with the Relevant Provisions.
 - 6.1.2. identify any instances where the Independent Consultant considers that there is non-compliance with the Relevant Provisions.
 - 6.1.3. within 6 months of the appointment, produce a confidential report and provide it simultaneously to SpinTel and the ACMA (**Report**), that:
 - (a) sets out the extent to which SpinTel's current systems, processes and practices (including because of the remedial actions set out in subclause 5.1 above) are sufficient to achieve compliance with the Relevant Provisions;
 - (b) reviews remedial action undertaken to date (set out in subclause 5.1 above) to ensure its effectiveness to address the root causes of the found compliance issues, including those identified in the internal quality assurance audit/s (as outlined in subclause 8.1 below) up to the date of review, and ensure future compliance; and
 - (c) makes any recommendations for:
 - (i) improvements to SpinTel's systems, processes and practices that are required to achieve compliance with the Relevant Provisions where the Independent Consultant considers that a system, process or practice is noncompliant with the Relevant Provisions;
 - (ii) improvements to the security measures in place to protect SpinTel's systems (such as regular assurance measures including a review of security assessments, penetration testing and patching schedules) that are required to achieve compliance with the Relevant Provisions;
 - (iii) improvements to the training program implemented in accordance

- with clause 9 where improvements to training are required to achieve compliance with the Relevant Provisions;
- (iv) improvements to ongoing monitoring where improvements are required to achieve compliance with the Relevant Provisions; and
 - (v) steps that may be taken by SpinTel to address any identified systemic problems relating to its compliance with the Relevant Provisions.
- 6.2. SpinTel undertakes to seek written approval from the ACMA for the appointment of the proposed Independent Consultant within 45 business days after commencement of these undertakings. If the ACMA does not approve the choice of Independent Consultant, SpinTel will repeat this process until it has the ACMA's written approval.
- 6.3. SpinTel undertakes to appoint the Independent Consultant, and to provide written notification of that appointment to the ACMA, within 10 business days after the ACMA has given its written approval.
- 6.4. Subject to the ACMA's written agreement, SpinTel may remove the Independent Consultant at any time and replace the Independent Consultant with a new Independent Consultant approved by ACMA.
- 6.5. If the ACMA does not approve the choice of replacement Independent Consultant, SpinTel will repeat this process until it has the ACMA's approval.

7. Board approved Implementation Plan

- 7.1. Within 40 business days of receiving the Report from the Independent Consultant, SpinTel will:
- 7.1.1. develop an implementation plan setting out the steps SpinTel has taken, or will take, to implement all recommendations made by the Independent Consultant in the Report, including timeframes (unless the ACMA specifically agrees in writing upon request from SpinTel that any recommendation need not be implemented);
 - 7.1.2. obtain the formal approval of the Board for the Implementation Plan; and
 - 7.1.3. provide a copy of the Board-approved Implementation Plan to the ACMA.
- 7.2. SpinTel undertakes to comply with the Implementation Plan in accordance with the timeframes specified in the plan.
- 7.3. The Implementation Plan may be modified at any time subject to the ACMA's written approval. Any request for a modification must be made in writing to the ACMA accompanied by a business case for why the modification is required, including setting out how it will impact future compliance.

8. Ongoing assurance and reporting

- 8.1. Every month from the Commencement date, SpinTel will conduct an internal quality assurance audit of port-in requests to confirm compliance with the Relevant Provisions. This will consist of an audit of all port reversal requests, known unauthorised ports and reasons, financial loss reported, issues identified and the remediation undertaken to date, as well as all reports or indications of mobile number fraud (including identified methods used by bad actor(s) and trends) about which SpinTel is aware of for the period. Any actions taken in response to the Implementation Plan should also be included as part of this internal quality assurance audit.
- 8.2. On a quarterly basis, an audit report will be provided to the Board. The audit report

will include results of the monthly audits, the methodology used in the audit, any identified non-compliance and any planned remediation or action taken to address non-compliance, and applicable dates.

- 8.3. Within one month of every second quarter, SpinTel will provide a report, approved by the Board, to the ACMA that covers the previous two quarters. The report will include:
 - 8.3.1. the results of the audits at subclauses 8.1 and 8.2.
 - 8.3.2. a report of all de-identified complaints made to SpinTel about alleged non-compliance with the Relevant Provisions, including the mobile number involved, the date of the complaint and a unique identifier for each complaint.
 - 8.3.3. all action SpinTel has taken on each complaint the ACMA has notified SpinTel about or SpinTel has received from any other source. For any action taken, or proposed to be taken, the applicable dates will be provided.
 - 8.3.4. all SpinTel identified instances of non-compliance with the Standard, including the cause of the compliance issue and any remediation.
 - 8.3.5. details of any training provided during the previous audit period in accordance with the training obligations as provided in clause 9.

9. Training

- 9.1. Within 30 business days of the commencement date, SpinTel undertakes to train all personnel involved in porting arrangements and their direct line manager, to ensure compliance with the Standard.
- 9.2. SpinTel undertakes to repeat the training, described in subclause 9.1, every 12 months for the term of this Undertaking.
- 9.3. SpinTel undertakes to provide training similar to that described in subclause 9.1, for all new personnel within 6 weeks of their commencement in such roles, and any personnel returning from a period of leave who have not previously undertaken the training described in subclauses 9.1 and 9.2 in the last 12 months.

10. Record-keeping

SpinTel undertakes to:

- 10.1. maintain records of:
 - 10.1.1. any improvements made arising from any report or review produced by the Independent Consultant or SpinTel;
 - 10.1.2. training provided to staff pursuant to this Undertaking; and
 - 10.1.3. steps taken in response to any systemic problems identified by any report or review produced by the Independent Consultant or SpinTel.
- 10.2. provide copies of records referred to in this clause to the ACMA within 20 business days upon request by the ACMA.

11. Acknowledgment of publication

SpinTel acknowledges that the ACMA may:

- 11.1. issue a media release on execution of this Undertaking referring to its terms;
- 11.2. publish this Undertaking available for public inspection; and
- 11.3. refer to this Undertaking publicly from time to time.

Execution

SIGNED by an authorised representative for
SPINTEL PTY LTD



Signature of Authorised Representative

Con Georgiopoulos

Name of Authorised Representative

Operations Manager

Title of Authorised Representative

16/01/2026

Date of Signature

SIGNED by an authorised representative for the
**AUSTRALIAN COMMUNICATIONS AND
MEDIA AUTHORITY**



Signature of Authorised Representative

Bernadette Kelly

Name of Authorised Representative

Acting Executive Manager
Unsolicited Communications and Scams

Title of Authorised Representative

21/01/2026

Date of Signature