

ENFORCEABLE UNDERTAKING GIVEN TO THE AUSTRALIAN COMMUNICATIONS AND MEDIA  
AUTHORITY BY AMAYSIM MOBILE PTY LTD (ACN 645 692 093) 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 the *Telecommunications Act 1997 (Cth)*.
- 1.1.3 **Authority Member** means a member appointed pursuant to Part 3 of the *Australian Communications and Media Authority Act 2005*.
- 1.1.4 **Board** means the Amaysim Mobile Pty Ltd Board of Directors or the most senior risk and/or compliance committee or board within Amaysim Mobile Pty Ltd.
- 1.1.5 **Amaysim Mobile Pty Ltd** means Amaysim Mobile Pty Ltd (ACN 645 692 093).
- 1.1.6 **Business day** means a day that is not a Saturday, Sunday or public holiday in New South Wales.
- 1.1.7 **Commencement date** has the meaning given in subclause 2.1.
- 1.1.8 **Compliance Report** means the report produced by Amaysim Mobile Pty Ltd referred to in subclauses 8.3 and 8.4.
- 1.1.9 **Gaining carriage service provider (CSP)** has the meaning given in the Telecommunications (Mobile Number Pre-Porting Additional Identity Verification) Industry Standard 2020.
- 1.1.10 **Implementation Plan** means the Board-approved plan of Amaysim Mobile Pty Ltd in response to the Independent Consultant's Report referred to in subclause 7.1.
- 1.1.11 **Independent Consultant** means a qualified person or business with expertise in audits relating to risk and compliance, processes, procedures, systems, governance and controls.
- 1.1.12 **Independent Consultant Report** means the report produced by the Independent Consultant referred to in subclause 6.1.
- 1.1.13 **quality assurance audit** means an audit of all port-ins, including reversal requests and mobile number cancellation requests, as referred to in subclause 8.1.
- 1.1.14 **relevant period** means 9 May 2025 to 29 October 2025.
- 1.1.15 **Senior Executive Service** means the Senior Executive Service constituted by subsection 35(1) of the *Public Service Act 1999 (Cth)*.
- 1.1.16 **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 the 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 12 months** unless:
- 2.2.1 it is withdrawn or varied by Amaysim Mobile Pty Ltd with the ACMA's consent under subsection 572B(3) of the Act; or
  - 2.2.2 it is cancelled by the ACMA under subsection 572B(4) of the Act; or
  - 2.2.3 it is extended in accordance with clause 7.3.
- 2.3 This Undertaking ceases to have effect upon expiry of the term referred to in subclause 2.2, or upon any earlier withdrawal, variation or cancellation in accordance with the Act.
- 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 25 March 2026, the ACMA issued an investigation report finding that, during the relevant period, Amaysim Mobile Pty Ltd contravened subsection 128(1) of the Act on 13 occasions by contravening subsections 8(2) and 8(5) of the Standard.
- 3.2 Amaysim Mobile Pty Ltd acknowledges the ACMA's findings and, in response to the ACMA's concerns regarding Amaysim Mobile Pty Ltd's compliance with the Standard, offers this Undertaking to the ACMA for the purpose of addressing future compliance with the Standard.

## 4 Undertaking

- 4.1 Amaysim Mobile Pty Ltd undertakes to take the following actions to ensure that it complies with the Standard and does not contravene the Standard in the future.

## 5 Remedial action taken by Amaysim Mobile Pty Ltd prior to entering into this Undertaking

- 5.1 Amaysim Mobile Pty Ltd has, during the relevant period and prior to entering into this Undertaking, undertaken remedial action directed to addressing the issues identified by the ACMA, including:
- 5.1.1 remediating issues [REDACTED]
  - 5.1.2 strengthening controls relating to the manual override of port-in requests;
  - 5.1.3 reviewing port-in request processes, including reversal requests and mobile number cancellation requests, for compliance with the Standard; and
  - 5.1.4 implementing additional compliance, governance and assurance measures relating to porting arrangements and compliance with the Standard.

## 6 Independent Consultant

6.1 Amaysim Mobile Pty Ltd undertakes to appoint an Independent Consultant to:

6.1.1 review all of Amaysim Mobile Pty Ltd's governance, quality assurance, policies, procedures, training and systems, including ICT and public-facing systems, relating to its compliance with the Standard and identify any deficiencies and/or improvements to ensure that:

- a. remedial action undertaken to date, as set out in subclause 5.1, is effective to address the root causes of the identified compliance issues and ensure future compliance;
- b. Amaysim Mobile Pty Ltd has adequate resources to support its compliance;
- c. Amaysim Mobile Pty Ltd has effective governance, oversight and quality assurance measures in place to ensure compliance;
- d. there are quality assurance measures for ensuring the ongoing integrity and functionality of relevant systems, including in relation to change management processes and system upgrades;
- e. Amaysim Mobile Pty Ltd has access to fraud and security expertise and/or advice it may require;
- f. Amaysim Mobile Pty Ltd staff or representatives involved in porting arrangements are appropriately trained, including on an ongoing basis; and
- g. controls relating to online porting channels and customer service initiated porting channels are effective to ensure that no port proceeds unless an additional identity verification process required by the Standard has been validly completed.

6.1.2 Produce a report (the Independent Consultant Report) providing analysis of the state of each of the matters listed in subclause 6.1.1 and any recommended improvements in relation to each matter; and

6.1.3 provide the Independent Consultant Report simultaneously to the ACMA and the Board.

6.2 Amaysim Mobile Pty Ltd undertakes to seek the ACMA's written approval for the appointment of the proposed Independent Consultant within 20 business days after the Commencement date. If the ACMA does not approve the proposed Independent Consultant, Amaysim Mobile Pty Ltd will repeat this process until it has obtained the ACMA's written approval.

6.3 Amaysim Mobile Pty Ltd undertakes to appoint the Independent Consultant, and to notify the ACMA in writing of that appointment, within 10 business days after the ACMA gives its written approval.

6.4 The Independent Consultant must provide its report to Amaysim Mobile Pty Ltd, and at the same time to the ACMA, within six months of its appointment.

6.5 Subject to the ACMA's written agreement, Amaysim Mobile Pty Ltd may remove the Independent Consultant at any time and replace the Independent Consultant with a new Independent Consultant approved by the ACMA.

- 6.6 If the ACMA does not approve the choice of any new Independent Consultant, Amaysim Mobile Pty Ltd will repeat this process until it has obtained the ACMA's approval.

## **7 Board-approved Implementation Plan**

- 7.1 Within 40 business days of receiving the Independent Consultant Report, Amaysim Mobile Pty Ltd will:
- 7.1.1 develop an implementation plan setting out the steps Amaysim Mobile Pty Ltd has taken, or will take, to implement all recommendations made by the Independent Consultant in the report, including applicable timeframes, unless the ACMA specifically agrees in writing, upon request from Amaysim Mobile Pty Ltd, that a 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 Amaysim Mobile Pty Ltd undertakes to comply with the Implementation Plan in accordance with the timeframes specified in the plan.
- 7.3 If the Implementation Plan contains timeframes for the implementation of recommendations that extend beyond the 12-month term of this Undertaking, the term of this Undertaking, in respect of those recommendations only and clause 8.5, will be extended until they have been implemented.
- 7.4 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 and accompanied by a business case.

## **8 Ongoing assurance and reporting**

- 8.1 Every three months from the Commencement date, Amaysim Mobile Pty Ltd will conduct a quality assurance audit of all port-in requests to confirm compliance with the Standard. This will include an audit of all port reversal requests and mobile number cancellation requests, undertaken and overseen by personnel or agents with legal or regulatory responsibilities, as well as all reports or indications of mobile number fraud of which Amaysim Mobile Pty Ltd is aware for the relevant period.
- 8.2 The results of each audit, the methodology used, any identified non-compliance and any planned remediation or action taken, and applicable dates, will be reported to the Board within one month after the commencement of the relevant quality assurance audit.
- 8.3 Seven months from the Commencement date, Amaysim Mobile Pty Ltd will provide a Compliance Report, approved by the Board, to the ACMA covering the previous six months. The report will include:
- 8.3.1 the results of the audits referred to in subclause 8.2, including the methodology used, any identified non-compliance with the Standard and any planned remediation or action taken, and applicable dates;
  - 8.3.2 a report of all de-identified complaints made to Amaysim Mobile Pty Ltd about alleged non-compliance with the Standard, including the mobile number involved, the date of the complaint and a unique identifier for each complaint;

- 8.3.3 details of all action Amaysim Mobile Pty Ltd has taken in relation to each complaint of which the ACMA has notified Amaysim Mobile Pty Ltd or which Amaysim Mobile Pty Ltd has received from any other source, including applicable dates for any action taken or proposed to be taken;
  - 8.3.4 details of all instances of non-compliance with the Standard identified by Amaysim Mobile Pty Ltd, including the cause of the compliance issue and any remediation; and
  - 8.3.5 details of Amaysim Mobile Pty Ltd's compliance with the training requirements set out in clause 9.
- 8.4 Subject to clause 8.5, no later than 12 months from the Commencement date, and prior to the expiry of this Undertaking, Amaysim Mobile Pty Ltd will provide a final Compliance Report, approved by the Board, to the ACMA. The final Compliance Report will:
- 8.4.1 cover the period since the previous Compliance Report;
  - 8.4.2 include the matters set out in subclauses 8.3.1 to 8.3.5; and
  - 8.4.3 state the status of actions Amaysim Mobile Pty Ltd has taken under the Implementation Plan.
- 8.5 If the term of this Undertaking is extended, then a final Compliance Report must be provided prior to the expiry of the extended term.

## 9 Training

- 9.1 Within 30 business days of the Commencement date, Amaysim Mobile Pty Ltd undertakes to provide training to all personnel involved in porting arrangements, and their direct line managers, to ensure compliance with the Standard.
- 9.2 Amaysim Mobile Pty Ltd undertakes to provide training of the kind described in subclause 9.1 to all new personnel within six weeks of their commencement in a relevant role, and to any personnel returning from a period of leave who have not undertaken the training described in subclauses 9.1 and 9.3 within the preceding 12 months.
- 9.3 Amaysim Mobile Pty Ltd undertakes, during the term of this Undertaking, to provide refresher training to relevant personnel where:
- 9.3.1 there is a material change to the Standard, relevant internal policies, procedures or systems relating to porting arrangements;
  - 9.3.2 a quality assurance audit, complaint, incident or review identifies a need for further training; or
  - 9.3.3 the Board, the Independent Consultant or the ACMA reasonably considers that further training is required to support compliance with the Standard.

## 10 Record-keeping

- 10.1 Amaysim Mobile Pty Ltd undertakes to:

- 10.1.1 maintain records of any improvements made arising from any report produced by the Independent Consultant or Amaysim Mobile Pty Ltd;
- 10.1.2 maintain records of training provided to staff pursuant to this Undertaking; and
- 10.1.3 maintain records of steps taken in response to any systemic problems identified by any report or review produced by the Independent Consultant or by the relevant business area.

10.2 Amaysim Mobile Pty Ltd undertakes to provide copies of the records referred to in this clause to the ACMA within 20 business days of a request by the ACMA.

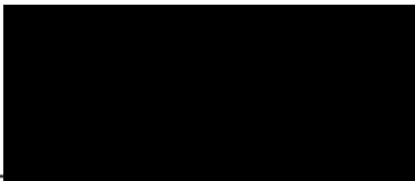
## 11 Acknowledgment of publication

11.1 Amaysim Mobile Pty Ltd acknowledges that the ACMA may:

- 11.1.1 issue a media release on execution of this Undertaking referring to its terms;
- 11.1.2 make this Undertaking available for public inspection; and
- 11.1.3 refer to this Undertaking publicly from time to time.

### Execution

**SIGNED** by an authorised representative for  
amaysim Mobile Pty Ltd



Signature of Authorised Representative

VIRINDER NATH

Name of Authorised Representative

EXEC. GENERAL MANAGER

Title of Authorised Representative

17/8/2026

Date of Signature

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



Signature of Authorised Representative

Jeremy Fenton

Name of Authorised Representative

Executive Director, Unsolicited Communications and Scams Branch

Title of Authorised Representative

19/08/2026

Date of Signature