

ANNEXE 2

NOTIFICATION OF CHANGE TO EXISTING CUSTOMER CONTRACT

Dear [CUSTOMER CONTACT NAME],

As you will be aware, the Office of Fair Trading ("**OFT**") is investigating certain of epyx Limited's business practices under Chapter II of the Competition Act 1998 (as amended) (the "**Act**") and Article 102 of the Treaty on the Functioning of the European Union.

In the interests of an efficient disposal of the investigation, and following a public consultation, epyx has entered into binding commitments (the "**Commitments**") with the OFT affecting the manner in which epyx will conduct its business in future. These commitments are intended to address the OFT's competition concerns and are made pursuant to section 31A of the Act.

Implementation of the Commitments requires amendments to be made to certain of epyx's customer contracts in respect of 1link Service Network. These affect both existing and new customers. A complete copy of the Commitments is enclosed with this letter.

In accordance with the Commitments, as an existing Customer of 1link Service Network, epyx requests that, with effect from the Effective Date, the terms of your Contract with epyx be varied insofar as it relates to use of the 1link Service Network as follows:

1. For the purposes of this Variation, the following definitions shall apply:
 - "**Alternative System**" means any platform, system or method, electronic or otherwise, for the provision of SMR transaction processing services other than 1link Service Network. For the avoidance of doubt, this includes in-house systems proprietary to any Subscriber.
 - "**Customer**" refers to the person who has entered into the Contract with epyx for the use of 1link Service Network as a demand side Scheme Operator customer.
 - "**Contract**" means the contract entered into by the Customer and epyx for the use of the Service.
 - "**Default Price List**" means a price list maintained by epyx, and which may be updated from time to time for the purposes of clause 7 of this letter.
 - "**Effective Date**" means the earlier of the date on which the Customer indicates its consent to the terms of this letter, or the date one calendar month after the date of this letter.
 - "**Fee**" means any monetary sum payable to epyx pursuant to the provisions of the Contract, except to the extent that epyx is required to account for such sum to any third party.
 - "**Invoice Record**" means the invoice record generated by 1link Service Network in connection with each transaction.
 - "**Minimum Annual Fee**" means any clause in the Contract which requires the Customer to process Transactions representing a minimum volume, value or Fees payable in any given period.
 - "**Minimum Period**" means any period of time provided for in the Contract as the initial minimum duration of the Contract or, if not defined, means the period ending on the earliest date on which the Customer would have been entitled to terminate the Contract without cause immediately prior to the coming into force of this letter.
 - "**Operating Year**" has the meaning given to it in the Contract or, if not defined, means each twelve (12) month period commencing on the date of the Contract or each anniversary thereof.
 - "**Party**" means epyx Limited or the Customer, as appropriate.
 - "**Proprietary, Technical or Confidential information**" includes (i) details of the Company's current, former or prospective Subscribers (save for such details as can be accessed by the Customer from the Service, including details of the Customer's suppliers and its spend with those suppliers), and (ii) any information provided to the Company under licence by any third party.
 - "**Service**" means the 1link Service Network platform, including any Service Booking Sites, XML Service Booking Components, computer applications, or interfaces as may be authorised by the Company to connect to 1link Service Network, for the administration, authorisation and invoice processing related to the service and maintenance of vehicles and plant, including any Service Documentation, and including Price Check and Scheduling and Driver Communications.
 - "**SMR**" means service, maintenance or repair of vehicles.

“**Transaction**” means any transaction which, if processed via the Service, would be the subject of an Invoice Record and/or associated invoice record recorded on the Service.

2. Subject to the provisions of this letter, the provision of the Service shall continue in accordance with the Customer's existing Contract, unless terminated at the end of the Minimum Period or any anniversary thereof, by either Party giving a minimum of three (3) months' written notice to the other Party.
3. For the duration of the Contract, the Customer will be permitted to carry out any of the following activities at any time:
 - 3.1. developing, marketing or supporting the sale of Alternative Systems;
 - 3.2. engaging with potential suppliers of such Alternative Systems and/or other third parties, for the purpose of developing, evaluating and/or promoting such Alternative Systems;
 - 3.3. evaluating Alternative Systems and engaging with potential suppliers of such Alternative Systems by processing "dummy" transactions; and
 - 3.4. without prejudice to any Clause in the Contract which provides for a Fee, processing transactions for the purpose of testing such Alternative Systems that would otherwise have been the subject of a Transaction, provided always that:
 - 3.4.1. in the first Operating Year, the total volume of such transactions does not exceed 6% (by number) of the volume of Invoice Records required to equal any Minimum Annual Fee; and
 - 3.4.2. in each subsequent Operating Year, the annual volume of such transactions does not exceed 5% (by number) of the total volume of Invoice Records processed by the Customer on the Service in the previous Operating Year.
 - 3.5. The Customer shall not be required to notify the Company of the occurrence of or the volume of transactions processed in accordance with clause 3.4 of this letter.
4. The Customer may request a variation of its Contract to exclude tyre and/or glass transactions from the scope of its Contract. Such variation shall be permitted subject only to such variations as may be appropriate to the Minimum Annual Fee and other Fees provided for in the Contract. Such variations will take effect from the end of the Minimum Period or, if the Minimum Period has expired, from the next anniversary thereof.
5. In addition to the activities set out at clause 3.4, the Customer will be permitted to process the following further categories of Transaction outside of the Service:
 - 5.1. Transactions with any party which is part of the Customer's corporate group (defined on the basis of company law principles);
 - 5.2. Any other types of transactions agreed with epyx, provided that no adjustment shall be made to the Minimum Annual Fee in respect of such Transactions.
6. Subject to clause 7, below, upon termination of the Contract by the Customer, the following shall apply:
 - 6.1. epyx will provide continued use of the Service to the Customer for a period of up to three (3) months following the termination of the Contract (the “**Transitional Period**”) for the purpose of transitioning to an Alternative System.
 - 6.2. During the Transitional Period:
 - 6.2.1. there shall be no restrictions on the processing by the Customer of Transactions via such Alternative System;
 - 6.2.2. no Minimum Annual Fee and/or Shortfall Fee will apply;
 - 6.2.3. Annual Registration Fees will apply on a pro-rata basis from the termination of the Contract until the end of the Transitional Period;
 - 6.2.4. all other Fees and terms applicable to processing Transactions via the Service will continue to apply as provided for in the Contract; and
 - 6.2.5. epyx shall continue to provide day-to-day technical support, including relevant platform upgrades and other improvements to the Service, where such is required to maintain compatibility of the Customer with the Service.

7. The Customer may extend the Transitional Period by up to a further three (3) month period. In the event of such extension:
 - 7.1. the provisions of paragraph 6.2, above, shall apply with the exception of paragraph 6.2.4; and
 - 7.2. the Fees payable in respect of such continued use of the Service will be agreed between the Parties or, in the absence of such agreement, shall be the Fees provided for in the Default Price List.

8. From the date on which notice of termination of the Contract is served until the earlier of (a) six months from the date on which termination takes effect, or (b) the end of the Transitional Period, unless otherwise agreed between the Customer and epyx, epyx shall provide the Customer with reasonable and appropriate support for the purpose of transitioning to any Alternative System. Such support:
 - 8.1. shall include the transfer of any Customer Information to the Customer or, at the Customer's request, to the supplier of the Alternative System in a format normally used for data interchange between computer systems;
 - 8.2. without prejudice to clause 8.1, shall be limited to the provision of support equivalent to that which might reasonably be required to implement a Demand-side customer to the Service;
 - 8.3. shall under no circumstances require epyx to provide any Customer or any third party with any Proprietary, Technical or Confidential information; and
 - 8.4. with the exception of the support described in clause 8.1, shall be subject to payment by the Customer of appropriate fees in accordance with epyx's standard rates for work of the type required.

9. Except as provided above, from the date on which notice of termination is given until the date on which termination is effective, and for the duration of any Transitional Period, the provisions of the Contract, as amended by this letter, shall remain in force.

Please indicate your consent to the variations set out above by signing and returning one copy of this letter. As these changes amend your existing Contract, we recommend that you retain a copy for your records. Please note that, in accordance with the terms of the Commitments, in the event that you do not consent to any provision of this letter, epyx will nonetheless be required to conduct its business with you as though you had so consented, to the maximum extent compatible with the Contract.

Should you have any questions or queries relating to the content of this letter please contact your account manager.

We thank you for your ongoing support of 1link.

[Sign and date block]