

ANNEXE 3**NOTIFICATION OF CHANGES TO 1LINK SUPPLIER TERMS AND CONDITIONS**

Dear 1link account holder,

Notice of proposed change to 1link Service Network standard terms and conditions of trading

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.¹ 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 to allow a new exemption from the Customer obligations contained in clauses 6.7 and 6.8 of the terms and conditions.

This change will come into effect 14 days from the date of this notice, at which time the revised set of terms and conditions will be made available on-line at www.1link.co.uk in the 1link Service Network section of the 1link website at *[link to be provided]*.

The changes being made are to the following clauses:

- 1 Insert the following additional definition: *"Alternative System" means any platform, system or method, electronic or otherwise, for the provision of SMR transaction processing services other than the Service. For the avoidance of doubt, this includes in-house systems proprietary to a Customer.*

- 6.7 This clause is amended so as to read: *The Customer expressly agrees that access to Subscriber data is provided for the purpose of effecting Transactions through the Service and cannot be used by the Customer for any purposes other than for proper use of the Service or for testing any Alternative System, as may be requested by a Subscriber.*

- 6.8 Replace the existing clause with the following: *The Customer agrees, subject to the Service being made available by the Company, that where they trade with another Subscriber in respect of an activity which can be the subject of a Transaction, and that Subscriber has not either (i) requested the Transaction be processed via an Alternative System, or (ii) initiated the Transaction via such Alternative System, then all such activity will be processed via the Service as Transactions.*

¹ The full text of the Commitments is available at: *[link to OFT website]*.

As this effectively amends your current contract for the use of 1link Service Network, we recommend that you retain a copy for your records.

We thank you for your on-going support of 1link.