

Consent to certain actions for the purposes of the Initial Enforcement Order made by the Competition and Markets Authority ('CMA') on 4 February 2016

Completed acquisition by Peninsula Business Services Group Limited of Croner Group Limited

We refer to your correspondence dated 9 March 2016 requesting that the CMA consents to derogations to the Initial Enforcement Order of 4 February 2016 (the **Initial Order**). The terms defined in the Initial Order have the same meaning in this letter.

Under the Initial Order, save for written consent by the CMA, Rainy City and Peninsula are required to hold separate the Croner business from the Rainy City business and refrain from taking any action which might prejudice a reference under section 22 of the Act or impede the taking of any remedial action following such a reference.

After due consideration of your request for derogations from the Initial Order, based on the information received from you and in the particular circumstances of this case, Rainy City and Peninsula may carry out the following actions, in respect of the specific paragraphs:

1. Paragraphs 4(a) and 5(a), 5(e), 5(f) of the Initial Order

We understand that, as the CMA permitted in derogations issued on 24 February, certain information of the Croner business is migrating to [X]. Five members of Peninsula's staff have been permitted to work on this.

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted to add an additional staff member be added to the team working on [X], on the condition that this staff member will be required to sign a non-disclosure agreement (**NDA**) in advance in a form approved by the CMA.

2. Paragraphs 4(a) and 5(i), 5(k) of the Initial Order

We understand that, as the CMA permitted in derogations issued on 24 February, certain information of the Croner business is migrating to [X].

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted to send [X] on a secondment to Croner to act as a project manager for [X], on the basis of the Parties' submission that [X] does not have any involvement with or access to the Peninsula consultancy or Taxwise businesses, and on the condition that [X] will be required to sign a NDA in advance in a form approved by the CMA.

3. Paragraphs 4(a) and 5(e) of the Initial Order

We understand that a number of Croner systems which have been kept in a Wolters Kluwer data centre need to be moved to a different data centre, which is also used by Peninsula.

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted to migrate Croner's services to a data centre also used by Peninsula, on the condition that all staff who will have access to both Peninsula and Croner files will be required to sign NDAs in advance in a form approved by the CMA.

4. Paragraphs 4(a), 5(a) and 5(l) of the Initial Order

We understand that [X]. Peninsula has a licence for data [X] and wishes to allow Croner access to this data.

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted to provide Croner with access to [X], on the condition that any data supplied to Croner will become the property of Croner, and that the data will be stored, manipulated and worked on in the separate CGL instance of [X].

5. Paragraphs 4(a) and 5(i), 5(k) of the Initial Order

We understand that Croner [X].

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted send [X] on a secondment to Croner to present seminars designed by Croner staff.

6. Paragraphs 4(a) and 5(h) of the Initial Order

We understand that Croner offers EAP (Employee Assistance Programme) services to its clients, that [X].

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted to use Health Assured Limited (a company within the Peninsula Group) as an EAP provider, on the condition that there will be no transfer of Croner information between Health Assured Limited and other companies within

the Peninsula Group, and that all EAP records will be kept on Health Assured Limited servers separate from the rest of the Peninsula Group.

7. Paragraphs 5(a) and 5(l) of the Initial Order

We understand that the [REDACTED]. As the CMA permitted in derogations issued on 24 February, several members of Peninsula's staff have access to Croner's financial information in order to migrate Croner to [REDACTED].

To ensure the continuity and viability of the Croner business, Rainy City and Peninsula are permitted to allow [REDACTED], a member of the aforementioned Peninsula finance team, to report the [REDACTED] to [REDACTED] for the sole purpose of [REDACTED], on the condition that [REDACTED] sign an NDA.