

ACQUISITION BY VTECH HOLDINGS LIMITED OF LEAPFROG ENTERPRISES, INC.

Notice of making of an Interim Order by the Competition and Markets Authority pursuant to section 81 of the Enterprise Act 2002 (the Act)

On 4 April 2016 VTech Holdings Limited (**VTech**) completed the acquisition of LeapFrog Enterprises, Inc. (**LeapFrog**) (the Acquisition). The Competition and Markets Authority (CMA) commenced its inquiry into the Acquisition on 27 April 2016 (phase1). On 30 August 2016 the CMA referred the Acquisition for a phase 2 investigation.

The Reference has not been finally determined in accordance with section 79 of the Act.

On 8 September 2016 the CMA made an Interim Order pursuant to section 81 of the Act to ensure that no action is taken pending final determination of the Reference which might prejudice the Reference or impede the taking of any action by the CMA under Part 3 of the Act which may be justified by the CMA's decisions on the Reference. The Interim Order is annexed to this Notice.

Notice of the making of that Interim Order is published by the CMA in accordance with section 107(2)(o) of the Act.

Signed

Philip Marsden
Group Chairman

ACQUISITION BY VTECH HOLDINGS LIMITED OF LEAPFROG ENTERPRISES, INC.

Interim Order made by the Competition and Markets Authority pursuant to section 81 of the Enterprise Act 2002 (the Act)

- (a) On 4 April 2016 VTech Holdings Limited (**VTech**) completed the acquisition of LeapFrog Enterprises, Inc. (**LeapFrog**) (the Acquisition). The Competition and Markets Authority (CMA) commenced its inquiry into the Acquisition on 27 April 2016 (phase1).
- (b) On 30 August 2016 the CMA referred the Acquisition for a phase 2 investigation pursuant to section 22 of the Act (the Reference) to determine pursuant to section 35 of the Act:
 - (i) whether a relevant merger situation has been created; and
 - (ii) if so, whether the creation of that situation has resulted, or may be expected to result, in a substantial lessening of competition in any market or markets in the United Kingdom (UK) for goods or services.
- (c) The CMA wishes to ensure that no action is taken pending final determination of the Reference which might prejudice the Reference or impede the taking of any action by the CMA under Part 3 of the Act which may be justified by the CMA's decisions on the Reference.
- (d) The Reference has not been finally determined in accordance with section 79 of the Act.

Now for the purposes of preventing pre-emptive action in accordance with section 81 of the Act the CMA makes the following order addressed to VTech Holdings Limited (Order).

Commencement, application and scope

1. This Order commences on 8 September 2016 (the Commencement Date).
2. This Order applies to VTech.
3. Notwithstanding any other provision of this Order, no act or omission shall constitute a breach of this Order, and nothing in this Order shall oblige VTech

to reverse any act or omission, in each case to the extent that it occurred or was completed prior to the Commencement Date.

Management of the VTech and LeapFrog businesses until determination of the reference

4. Except with the prior written consent of the CMA, VTech shall not, during the specified period, take any action which might prejudice the Reference or impede the taking of any action under the Act by the CMA which may be justified by the CMA's decisions on the Reference, including any action which might:
 - (a) lead to the integration of the LeapFrog business with the VTech business;
 - (b) transfer the ownership or control of the VTech business or the LeapFrog business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the LeapFrog business or the VTech business to compete independently in any of the markets affected by the Acquisition.

5. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, VTech shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the LeapFrog business is carried on separately from the VTech business and the LeapFrog business's separate sales or brand identity is maintained;
 - (b) the LeapFrog business and the VTech business are each maintained as a going concern and sufficient resources are made available for the development of the LeapFrog business and the VTech business, on the basis of their respective pre-merger business plans;
 - (c) except in the ordinary course of business, no substantive changes are made to the organisational structure of, or the management responsibilities within, the LeapFrog business or the VTech business;
 - (d) the nature, description, range and quality of goods and/or services supplied in the UK by each of the two businesses are maintained and preserved;
 - (e) except in the ordinary course of business for the separate operation of the two businesses:

- (i) all of the assets of the LeapFrog business and the VTech business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the LeapFrog business or the VTech business are disposed of; and
 - (iii) no interest in the assets of the LeapFrog business or the VTech business is created or disposed of;
- (f) there is no integration of the information technology of the LeapFrog or VTech businesses, and the software and hardware platforms of the LeapFrog business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the two businesses shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the LeapFrog business will be carried out by the LeapFrog business alone and for the avoidance of doubt the VTech business will not negotiate on behalf of the LeapFrog business (and vice versa) or enter into any joint agreements with the LeapFrog business (and vice versa);
- (h) all existing contracts of the LeapFrog business and the VTech business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the LeapFrog business or VTech business;
- (j) no key staff are transferred between the LeapFrog business and the VTech business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the LeapFrog business and the VTech business; and
- (l) no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses shall pass, directly or indirectly, from the LeapFrog business (or any of its employees, directors, agents or affiliates) to the VTech business (or any of its employees, directors, agents or affiliates), or vice versa, except where strictly necessary in the ordinary course of business (for example, where required for compliance with external regulatory and/or accounting obligations) and on the basis that, should the Acquisition be prohibited, any records or copies (electronic or otherwise) of such information that

have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed.

Compliance

6. VTech shall procure that each of its subsidiaries complies with this Order as if the Order had been addressed to each of them.
7. VTech shall provide to the CMA such information or statement of compliance as it may from time to time require for the purposes of monitoring compliance by VTech and its subsidiaries with this Order. In particular, on 17 September 2016 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officer of VTech or other persons of VTech as agreed with the CMA shall, on behalf of VTech, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
8. At all times, VTech shall, or shall procure that LeapFrog shall, actively keep the CMA informed of any material developments relating to the LeapFrog business or the VTech business, which includes but is not limited to:
 - (a) details of key staff who leave or join the LeapFrog business or the VTech business;
 - (b) any interruption of the LeapFrog or VTech business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented it from operating in the ordinary course of business for more than 24 hours;
 - (c) all substantial customer volumes won or lost or substantial changes to the customer contracts for the LeapFrog or VTech business including any substantial changes in customers' demand; and
 - (d) substantial changes in the LeapFrog or VTech businesses' contractual arrangements or relationships with key suppliers.
9. If VTech has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that VTech may be directed to appoint under paragraph 10.
10. The CMA may give directions to a specified person or to a holder of a specified office in any body of persons (corporate or unincorporated) to take specified steps for the purpose of carrying out, or ensuring compliance with, this Order, or do or refrain from doing any specified action in order to ensure

compliance with the Order. The CMA may vary or revoke any directions so given.

11. VTech shall comply in so far as it is able with such directions as the CMA may from time to time give to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with this Order.

Interpretation

12. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
13. For the purposes of this Order:

'the Acquisition' means the acquisition by VTech of LeapFrog that was completed on 4 April 2016;

'the Act' means the Enterprise Act 2002;

'an affiliate' of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

'business' has the meaning given by section 129(1) and (3) of the Act;

'Commencement Date' means 8 September 2016;

'control' includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise;

'the decisions' means the decisions of the CMA on the questions which it is required to answer by virtue of section 35 of the Act;

'key staff' means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business;

'LeapFrog' means LeapFrog Enterprises, Inc. a company incorporated in the USA whose global headquarters is at 6401 Hollis Street, Suite 100, Emeryville, CA 94608-1071;

'the LeapFrog business' means the business of LeapFrog and its subsidiaries carried on in the UK as at the Commencement Date;

'the ordinary course of business' means matters connected to the day-to-day supply of goods and/or services by LeapFrog or VTech and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of LeapFrog and VTech;

'specified period' means the period beginning on the Commencement Date and terminating in accordance with section 81(7) or (8) of the Act;

'subsidiary', unless otherwise stated, has the meaning given by section 1159 of the Companies Act 2006;

'the two businesses' means the VTech business and the LeapFrog business;

'VTech Holdings Limited' means the company incorporated in Bermuda whose address is Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda and whose corporate office is at 23rd Floor, Tai Ping Industrial Centre Block 1, 57 Ting Kok Road, Tai Po, New Territories, Hong Kong;

'VTech' means VTech Holdings Limited;

'the VTech business' means the business of VTech Holdings Limited and all of its subsidiaries (with the exception of LeapFrog) carried on in the UK as at the Commencement Date;

'working day' means any day of the week other than a Saturday, Sunday or any other day that is a public holiday in England.

In this Order unless the context requires otherwise, the singular shall include the plural and vice versa.

Annex: Compliance statement for VTech

I [insert name] confirm on behalf of VTech that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) VTech has complied with the Order made by the CMA on 8 September 2016 (the Order).
 - (b) VTech subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by VTech that might prejudice the Reference or impede the taking of any action by the CMA which may be justified by its decision on such the Reference, including any action which might:
 - (i) lead to the integration of the LeapFrog business with the VTech business;
 - (ii) transfer the ownership or control of the VTech business or the LeapFrog business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the LeapFrog business or the VTech business to compete independently in any of the markets affected by the Acquisition.
 - (b) The LeapFrog business has been carried on separately from the VTech business and the LeapFrog business's separate sales or brand identity has been maintained.
 - (c) The LeapFrog business and the VTech business have been maintained as a going concern and sufficient resources have been made available for the development of the LeapFrog business and the VTech business, on the basis of their respective pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the LeapFrog business or the VTech business, except in the ordinary course of business.
 - (e) The nature, description, range and quality of goods and/or services supplied in the UK by the LeapFrog business and the VTech business have been maintained and preserved.

- (f) Except in the ordinary course of business for the separate operation of the two businesses:
- (i) all of the assets of the LeapFrog business and the VTech business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the LeapFrog business or the VTech business have been disposed of; and
 - (iii) no interest in the assets of the LeapFrog business or the VTech business has been created or disposed of.
- (g) There has been no integration of the information technology of the LeapFrog or VTech businesses, and the software and hardware platforms of the LeapFrog business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the LeapFrog business have been carried out by the LeapFrog business alone and, for the avoidance of doubt, the VTech business has not negotiated on behalf of the LeapFrog business (and vice versa) or entered into any joint agreements with the LeapFrog business (and vice versa).
- (i) All existing contracts of the LeapFrog business and the VTech business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the LeapFrog business or the VTech business.
- (k) No key staff have been transferred between the LeapFrog business and the VTech business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the LeapFrog business and the VTech business.
- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the LeapFrog

business (or any of its employees, directors, agents or affiliates) to the VTech business (or any of its employees, directors, agents or affiliates), or vice versa.

(n) Except as listed in paragraph (o) below, there have been no:

- (i) key staff that have left or joined the LeapFrog business or the VTech business;
- (ii) interruptions of the LeapFrog business or the VTech business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
- (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the LeapFrog business or the VTech business; or
- (iv) substantial changes in the LeapFrog or VTech business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. VTech and its subsidiaries remain in full compliance with the Order and will, or will procure that LeapFrog, continue actively to keep the CMA informed of any material developments relating to the LeapFrog or the VTech business in accordance with paragraph 8 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

FOR AND ON BEHALF OF VTECH

Signature

Name

Title

Date