

## **ACQUISITION BY VEOLIA ENVIRONNEMENT S.A. OF A MINORITY SHAREHOLDING IN SUEZ S.A.**

### **Initial Enforcement Order made by the Competition and Markets Authority pursuant to section 72(2) of the Enterprise Act 2002 (the Act)**

Whereas:

- (a) the Competition and Markets Authority (**CMA**) has reasonable grounds for suspecting that it is or may be the case that Veolia Environnement S.A. (**Veolia**) and Suez S.A. (**Suez**), have ceased to be distinct as a result of the completed acquisition by Veolia of a shareholding of 29.9% in Suez from Engie S.A. (the **Completed Acquisition**);
- (b) the CMA is considering whether to make a reference under section 22 of the Act in relation to the Completed Acquisition;
- (c) Veolia has also announced its intention to make a voluntary public takeover bid in relation to the remaining Suez share capital (the **Anticipated Acquisition**);
- (d) the CMA wishes to ensure that no action is taken pending final determination of any reference under section 22 of the Act which might prejudice that reference or impede the taking of any action by the CMA under Part 3 of the Act which might be justified by the CMA's decisions on the reference; and
- (e) the circumstances set out in section 72(6) of the Act do not apply and the reference has not been finally determined in accordance with section 79(1) of the Act.

Now for the purposes of preventing pre-emptive action in accordance with section 72(2) of the Act the CMA makes the following order addressed to (i) Veolia, (ii) Veolia UK Limited (**Veolia UK**), (iii) Suez, and (iv) Ondeo Industrial Solutions UK Limited, Suez Water Technologies & Solutions Holdings UK Limited, and Suez UK Group Holdings Ltd (collectively **Suez UK**) (the **Order**).

#### **Commencement, application and scope**

1. This Order commences on the commencement date: 1 February 2021.

2. This Order applies to Veolia, Veolia UK, Suez and Suez UK.
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 Veolia, Veolia UK, Suez or Suez UK 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 Veolia and Suez businesses until determination of proceedings**

4. Except with the prior written consent of the CMA, Veolia and Veolia UK (in relation to the Veolia business), and Suez and Suez UK (in relation to the Suez business) shall not, during the specified period, take any action which might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action under the Act by the CMA which may be justified by the CMA's decisions on such a reference, including any action which might:
  - (a) lead to the integration of the Suez business with the Veolia business;
  - (b) transfer the ownership or control of the Veolia business or the Suez business or any of their subsidiaries; or
  - (c) otherwise impair the ability of the Suez business or the Veolia business to compete independently in any of the markets affected by the transaction.
5. Without prejudice to the generality of paragraph 4 and subject to paragraph 3, Veolia and Veolia UK shall at all times during the specified period procure that, except with the prior written consent of the CMA:
  - (a) the Veolia business is carried on separately from the Suez business and the Veolia business's separate sales or brand identity is maintained;
  - (b) the Veolia business is maintained as a going concern and sufficient resources are made available for the development of the Veolia business, on the basis of its 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 Veolia business;
  - (d) the nature, description, range and quality of goods and/or services supplied in the UK by the Veolia business is 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 Veolia business are maintained and preserved, including facilities and goodwill;
  - (ii) none of the assets of the Veolia business are disposed of; and
  - (iii) no interest in the assets of the Veolia business is created or disposed of;
- (f) there is no integration of the information technology of the Veolia business with the Suez business, and the software and hardware platforms of the Veolia business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the Veolia business shall be operated and updated separately from those of the Suez business and any negotiations with any existing or potential customers and suppliers in relation to the Veolia business will be carried out by the Veolia business alone and for the avoidance of doubt the Suez business will not negotiate on behalf of the Veolia business or enter into any joint agreements with the Veolia business;
- (h) all existing contracts of the Veolia business continue to be serviced by the Veolia business;
- (i) no changes are made to key staff of the Veolia business;
- (j) no key staff are transferred from the Veolia business to the Suez business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Veolia 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 the Veolia business shall pass, directly or indirectly, from the Veolia business (or any of its employees, directors, agents or affiliates) to the Suez business (or any of its employees, directors, agents or affiliates), except where strictly necessary in the ordinary course of business (including, for example, where required for compliance with external regulatory and/or accounting obligations or for

due diligence, integration planning or the completion of any merger control proceedings relating to the transaction) and on the basis that, should the transaction 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.

6. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, Veolia shall not exercise the voting rights attached to its shareholding in Suez except to maintain the full value of its investments based on prior written consent granted by the CMA under this paragraph 6.
7. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, Suez and Suez UK shall at all times during the specified period procure that, except with the prior written consent of the CMA:
  - (a) the Suez business is carried on separately from the Veolia business and the Suez business's separate sales or brand identity is maintained;
  - (b) the Suez business is maintained as a going concern and sufficient resources are made available for the development of the Suez business, on the basis of its 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 Suez business;
  - (d) the nature, description, range and quality of goods and/or services supplied in the UK by the Suez business is 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 Suez business are maintained and preserved, including facilities and goodwill;
    - (ii) none of the assets of the Suez business are disposed of; and
    - (iii) no interest in the assets of the Suez business is created or disposed of;
  - (f) there is no integration of the information technology of the Suez business with the Veolia business, and the software and hardware platforms of the

Suez business shall remain essentially unchanged, except for routine changes and maintenance;

- (g) the customer and supplier lists of the Suez business shall be operated and updated separately to those of the Veolia business and any negotiations with any existing or potential customers and suppliers in relation to the Suez business will be carried out by the Suez business alone and for the avoidance of doubt the Veolia business will not negotiate on behalf of the Suez business or enter into any joint agreements with the Suez business;
- (h) all existing contracts of the Suez business continue to be serviced by the Suez business;
- (i) no changes are made to key staff of the Suez business;
- (j) no key staff are transferred from the Suez business to the Veolia business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Suez 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 the Suez business shall pass, directly or indirectly, from the Suez business (or any of its employees, directors, agents or affiliates) to the Veolia business (or any of its employees, directors, agents or affiliates), except where strictly necessary in the ordinary course of business (including, for example, where required for compliance with external regulatory and/or accounting obligations or for due diligence, integration planning or the completion of any merger control proceedings relating to the transaction) and on the basis that, should the transaction 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**

8. Veolia, Veolia UK, Suez and Suez UK shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.

9. Veolia, Veolia UK, Suez and Suez UK 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 Veolia, Veolia UK, Suez and Suez UK and their subsidiaries with this Order. In particular, on 15 February 2021 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 Veolia, Veolia UK, Suez and Suez UK or other persons of Veolia, Veolia UK, Suez and Suez UK as agreed with the CMA shall, on behalf of Veolia, Veolia UK, Suez and Suez UK, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
10. At all times, Veolia and Veolia UK shall actively keep the CMA informed of any material developments relating to the Veolia business, and Suez and Suez UK shall actively keep the CMA informed of any material developments relating to the Suez business which includes but is not limited to:
  - (a) details of key staff who leave or join the Veolia business or the Suez business (as applicable);
  - (b) any interruption of the Veolia or Suez business (as applicable) (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 Veolia or Suez business (as applicable) including any substantial changes in customers' demand; and
  - (d) substantial changes in the Veolia or Suez (as applicable) business's contractual arrangements or relationships with key suppliers.
11. Veolia and Veolia UK shall inform the CMA as soon as reasonably practicable of the abandonment of, or any material developments in relation to, the Anticipated Acquisition.
12. Suez and Suez UK shall inform the CMA as soon as reasonably practicable of any decision by the board of Suez to recommend the Anticipated Acquisition to Suez's shareholders or otherwise cooperate with Veolia in relation to Veolia's shareholding in Suez.
13. If Veolia, Veolia UK, Suez or Suez UK has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any

monitoring trustee that Veolia, Veolia UK, Suez and Suez UK may be directed to appoint under paragraph 14.

14. 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.
15. Veolia, Veolia UK, Suez and Suez UK shall comply in so far as they are 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**

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

**‘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 1 February 2021;

**‘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;

**‘the ordinary course of business’** means matters connected to the day-to-day supply of goods and/or services by Veolia or Suez and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of Veolia and Suez;

**‘specified period’** means the period beginning on the commencement date and terminating in accordance with section 72(6) of the Act;

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

**‘Suez’** means Suez S.A., a company registered in France at Tour CB 21, 16 place de l’Iris, 92040, Paris La Défense Cedex, with RCS number 433 466 570;

**‘the Suez business’** means the business of Suez and its subsidiaries (including for the avoidance of doubt Suez UK) carried on as at the commencement date;

**‘Suez UK’** means (1) Ondeo Industrial Solutions UK Limited, a company registered at Suez House, Grenfell Road, Maidenhead, Berkshire, SL6 1ES, with company number 04319605; (2) Suez Water Technologies & Solutions Holdings UK Limited, a company registered at 3<sup>rd</sup> Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT with company number 03794207; and (3) Suez UK Group Holdings Ltd, a company registered at Suez House, Grenfell Road, Maidenhead, Berkshire, SL6 1ES, with company number 02264639;

**‘the Suez UK business’** means the business of Suez UK and its subsidiaries carried on as at the commencement date;

**‘the transaction’** means the transaction by which Veolia and Suez have ceased to be distinct within the meaning of section 23 of the Act;

**‘the two businesses’** means the Veolia business and the Suez business;

**‘Veolia’** means Veolia Environnement S.A., a company registered in France at 21 rue La Boétie, 75008, Paris, with RCS number 403 210 032;



**‘the Veolia business’** means the business of Veolia and its subsidiaries (including for the avoidance of doubt Veolia UK) but excluding the Suez business, carried on as at the commencement date;

**‘Veolia UK’** means Veolia UK Limited, a company registered at 210 Pentonville Road, London, N1 9JY, with company number 02664833;

**‘the Veolia UK business’** means the business of Veolia UK and its subsidiaries (but excluding the Suez business insofar as relevant), along with: (1) Veolia Nuclear Solutions (UK) Limited, a company registered at Unit 18 Nuffield Way, Abingdon, England, OX14 1RL, with company number 03957801; (2) Veolia ES Field Services Limited, a company registered at Unit 1 Heol Crochendy, Parc Nantgarw, Cardiff, CF15 7QT, with company number 07816723; (3) Veolia Energy Services NI Limited, a company registered at 2 Rocklyn Way, Donaghadee, Northern Ireland, BT21 0GD, with company number NI073352; and (4) Swordfish Shipco Limited, a company registered at 210 Pentonville Road, London, N1 9JY, with company number 08545861, carried on as at the commencement date;

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

**Faye Fullalove**

**Assistant Director, *Mergers***

## **Compliance statement for Veolia and Veolia UK**

I [insert name] confirm on behalf of [Veolia]/[Veolia UK] that:

### **Compliance in the Relevant Period**

1. In the period from [insert date] to [insert date] (the Relevant Period):
  - (a) [Veolia]/[Veolia UK] has complied with the Order made by the CMA in relation to the transaction on 1 February 2021 (the Order).
  - (b) [Veolia's subsidiaries]/[Veolia UK's subsidiaries along with Veolia Nuclear Solutions (UK) Limited, Veolia ES Field Services Limited, Veolia Energy Services NI Limited and Swordfish Shipco Limited] 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 [Veolia]/[Veolia UK] that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
    - (i) lead to the integration of the Suez business with the [Veolia business]/[Veolia UK business];
    - (ii) transfer the ownership or control of the [Veolia business]/[Veolia UK business] or any of their subsidiaries; or
    - (iii) otherwise impair the ability of the [Veolia business]/[Veolia UK business] to compete independently in any of the markets affected by the transaction.
  - (b) The [Veolia business]/[Veolia UK business] has been carried on separately from the Suez business and the [Veolia business]/[Veolia UK business]'s separate sales or brand identity has been maintained.
  - (c) The [Veolia business]/[Veolia UK business] has been maintained as a going concern and sufficient resources have been made available for the

development of the [Veolia business]/[Veolia UK business], on the basis of its pre-merger business plans.

- (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the [Veolia business]/[Veolia UK 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 [Veolia business]/[Veolia UK 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 [Veolia business]/[Veolia UK 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 [Veolia business]/[Veolia UK business] have been disposed of; and
  - (iii) no interest in the assets of the [Veolia business]/[Veolia UK business] has been created or disposed of.
- (g) There has been no integration of the information technology of the Suez or [Veolia businesses]/[Veolia UK business].
- (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 Suez business have been carried out by the Suez business alone and, for the avoidance of doubt, the [Veolia business]/[Veolia UK business] has not negotiated on behalf of the Suez business (and vice versa) or entered into any joint agreements with the Suez business (and vice versa).
- (i) All existing contracts of the [Veolia business]/[Veolia UK 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 the [Veolia business]/[Veolia UK business].

- (k) No key staff have been transferred between the Suez business and the [Veolia business]/[Veolia UK business].
- (l) All reasonable steps have been taken to encourage all key staff to remain with the [Veolia business]/[Veolia UK 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 Suez business (or any of its employees, directors, agents or affiliates) to the [Veolia business]/[Veolia UK 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 the [Veolia business]/[Veolia UK business];
  - (ii) interruptions of the [Veolia business]/[Veolia UK 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 [Veolia business]/[Veolia UK business]; or
  - (iv) substantial changes in the [Veolia business]/[Veolia UK business]'s contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. Except with the prior written consent of the CMA, Veolia has not exercised the voting rights attached to its shareholding in Suez.
4. [Veolia and its subsidiaries]/[Veolia UK and its subsidiaries along with Veolia Nuclear Solutions (UK) Limited, Veolia ES Field Services Limited, Veolia Energy Services NI Limited and Swordfish Shipco Limited] remain in full compliance with the Order and will continue actively to keep the CMA informed of any abandonment of, or change to, the Anticipated Acquisition as well as any material developments relating to the [Veolia business]/[Veolia UK business] in accordance with paragraphs 10 and 11 of the Order and of any

potential breach by the [Veolia business]/[Veolia UK business] or the Suez business in accordance with paragraph 13 of the Order.

## Interpretation

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

## I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **fines, imprisonment for a term not exceeding two years, or both.** (Section 117 of the Enterprise Act 2002.)

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

FOR AND ON BEHALF OF [VEOLIA]/[VEOLIA UK]

Signature .....

Name .....

Title .....

Date .....

## **Compliance statement for Suez and Suez UK**

I [insert name] confirm on behalf of [Suez]/[Suez UK] that:

### **Compliance in the Relevant Period**

1. In the period from [insert date] to [insert date] (the Relevant Period):
  - (a) [Suez]/[Suez UK] has complied with the Order made by the CMA in relation to the transaction on 1 February 2021 (the Order).
  - (b) [Suez's subsidiaries]/[Suez UK's 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 [Suez]/[Suez UK] that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
    - (i) lead to the integration of the [Suez business]/[Suez UK business] with the Veolia business;
    - (ii) transfer the ownership or control of the Veolia business or the [Suez business]/[Suez UK business] or any of its subsidiaries; or
    - (iii) otherwise impair the ability of the [Suez business]/[Suez UK business] or the Veolia business to compete independently in any of the markets affected by the transaction.
  - (b) The [Suez business]/[Suez UK business] has been carried on separately from the Veolia business and the [Suez business]/[Suez UK business]'s separate sales or brand identity has been maintained.
  - (c) The [Suez business]/[Suez UK business] has been maintained as a going concern and sufficient resources have been made available for the development of the [Suez business]/[Suez UK business], on the basis of its pre-merger business plans.

- (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the [Suez business]/[Suez UK 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 [Suez business]/[Suez UK 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 [Suez business]/[Suez UK 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 [Suez business]/[Suez UK business] have been disposed of; and
  - (iii) no interest in the assets of the [Suez business]/[Suez UK business] has been created or disposed of.
- (g) There has been no integration of the information technology of the [Suez]/[Suez UK] or Veolia businesses, and the software and hardware platforms of the [Suez business]/[Suez UK 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 [Suez business]/[Suez UK business] have been carried out by the [Suez business]/[Suez UK business] alone and, for the avoidance of doubt, the Veolia business has not negotiated on behalf of the [Suez business]/[Suez UK business] (and vice versa) or entered into any joint agreements with the [Suez business]/[Suez UK business] (and vice versa).
- (i) All existing contracts of the [Suez business]/[Suez UK business] have been serviced by the [Suez business]/[Suez UK business], except to the extent novated, assigned or subcontracted prior to the commencement date.

- (j) No changes have been made to key staff of the [Suez business]/[Suez UK business].
- (k) No key staff have been transferred between the [Suez business]/[Suez UK business] and the Veolia business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the [Suez business]/[Suez UK 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 [Suez business]/[Suez UK business] (or any of its employees, directors, agents or affiliates) to the Veolia 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 [Suez business]/[Suez UK business];
  - (ii) interruptions of the [Suez business]/[Suez UK 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 [Suez business]/[Suez UK business]; or
  - (iv) substantial changes in the [Suez business's]/[Suez UK business's] contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. [Suez and its subsidiaries]/[Suez UK and its subsidiaries] remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the [Suez business]/[Suez UK business] in accordance with paragraph 10 of the Order, of any decision by the board of Suez to recommend the Anticipated Acquisition to Suez's shareholders in accordance with paragraph 12 of the Order and of any potential breach by [the Suez business]/[Suez UK business] or the Veolia business in accordance with paragraph 13 of the Order.



## Interpretation

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

### I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **finances, imprisonment for a term not exceeding two years, or both**. (Section 117 of the Enterprise Act 2002.)

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

FOR AND ON BEHALF OF [SUEZ]/[SUEZ UK]

Signature .....

Name .....

Title .....

Date .....