

ACQUISITION BY NCR CORPORATION OF CARDTRONICS PLC

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 arrangements are in progress or in contemplation which, if carried into effect, will result in NCR Corporation and Cardtronics plc ceasing to be distinct;
- (b) the CMA is considering whether to make a reference under section 22 or 33 of the Act;
- (c) the CMA wishes to ensure that no action is taken pending final determination of any reference under sections 22 or 33 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
- (d) 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 NCR Corporation (**NCR**), NCR UK Group Limited (**NCR UK**), and Cardtronics plc (**Cardtronics**) (the **Order**).

Commencement, application and scope

1. This Order commences on the commencement date: being the date of completion of the transaction.
2. This Order applies to NCR, NCR UK, and Cardtronics.
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 NCR,

NCR UK, or Cardtronics to reverse any act or omission, in each case to the extent that it occurred or was completed prior to the commencement date.

4. This Order does not prohibit the completion of the transaction provided that NCR, NCR UK, and Cardtronics observe the restrictions set out below.

Management of the NCR and Cardtronics businesses until determination of proceedings

5. Except with the prior written consent of the CMA, NCR, NCR UK and Cardtronics shall not, during the specified period, take any action which might prejudice a reference of the transaction under section 22 or 33 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 Cardtronics business with the NCR business;
 - (b) transfer the ownership or control of the Cardtronics business or the NCR business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Cardtronics business or the NCR business to compete independently in any of the markets affected by the transaction.
6. Further and without prejudice to the generality of paragraph 5 and subject to paragraph 3 and 4, NCR, NCR UK and Cardtronics shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the Cardtronics business is carried on separately from the NCR business and the Cardtronics business' separate sales or brand identity is maintained;
 - (b) the Cardtronics business and the NCR business are maintained as a going concern and sufficient resources are made available for the development of the Cardtronics business and the NCR 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 Cardtronics business or the NCR 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 Cardtronics business and the NCR business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Cardtronics business or the NCR business are disposed of; and
 - (iii) no interest in the assets of the Cardtronics business or the NCR business is created or disposed of;
- (f) there is no integration of the information technology of the Cardtronics or NCR businesses, and the software and hardware platforms of the Cardtronics 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 Cardtronics business will be carried out by the Cardtronics business alone and for the avoidance of doubt the NCR business will not negotiate on behalf of the Cardtronics business (and vice versa) or enter into any joint agreements with the Cardtronics business (and vice versa);
- (h) all existing contracts of the Cardtronics business and the NCR business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Cardtronics business or NCR business;
- (j) no key staff are transferred between the Cardtronics business and the NCR business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Cardtronics business and the NCR 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 Cardtronics business (or any of its employees, directors, agents or affiliates) to the NCR business (or any of its employees, directors, agents or affiliates), or vice versa, 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

7. NCR, NCR UK and Cardtronics shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
8. NCR, NCR UK and Cardtronics 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 NCR, NCR UK and Cardtronics and their subsidiaries with this Order. In particular, on the date two weeks from the commencement date (or, where this does not fall on a working day, the first working day thereafter) 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 each of NCR, NCR UK and Cardtronics or other persons of NCR, NCR UK and Cardtronics as agreed with the CMA shall, on behalf of each of NCR, NCR UK and Cardtronics, provide a statement to the CMA in the form set out in the Annexes to this Order confirming compliance with this Order.
9. At all times, NCR, NCR UK and Cardtronics shall, or shall procure that Cardtronics shall, each actively keep the CMA informed of any material developments relating to the Cardtronics business or the NCR business, which includes but is not limited to:
 - (a) details of key staff who leave or join the Cardtronics business or the NCR business;
 - (b) any interruption of the Cardtronics or NCR 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 Cardtronics or NCR business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Cardtronics or NCR business's contractual arrangements or relationships with key suppliers.
10. If NCR, NCR UK, or Cardtronics has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that NCR, NCR UK and Cardtronics may be directed to appoint under paragraph 11.
 11. 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.
 12. NCR, NCR UK and Cardtronics 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

13. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
14. 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;

'Cardtronics' means Cardtronics plc, a company incorporated under the laws of England and Wales, registered at 2050 West Sam Houston Parkway South,

Suite 1300, Houston, Texas 77042, United States, with company number 10057418;

'the Cardtronics business' means the business of Cardtronics and its subsidiaries, carried on as at the commencement date;

'commencement date' means the date of completion;

'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 sections 35 or 36 of the Act;

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

'NCR' means NCR Corporation, a company incorporated under the laws of the State of Maryland, registered at 20370 Seneca Meadows Parkway Germantown MD 20876, with company number D00158790;

'the NCR business' means the business of NCR and its subsidiaries (including for the avoidance of doubt NCR UK) but excluding the Cardtronics business, carried on as at the commencement date;

'NCR UK' means NCR UK Group Limited, a company registered at 9th Floor, 5 Merchant Square, London, United Kingdom, W2 1BQ , with company number 13243021;

'the NCR UK business' means the business of NCR UK and its subsidiaries but excluding the Cardtronics business, carried on 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 the Cardtronics business or the NCR business and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of the Cardtronics business and the NCR business;

'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;

'the transaction' means the transaction by which NCR and Cardtronics will cease to be distinct within the meaning of section 23 of the Act;

'the two businesses' means the NCR business and the Cardtronics business;

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

Andrew Hilland
Assistant Director, Mergers

Compliance statement for NCR/NCR UK

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

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) NCR/NCR UK has complied with the Order made by the CMA in relation to the transaction on 15 June 2021 (the **Order**).
 - (b) NCR/NCR UK's subsidiaries have also complied with this Order.
2. Subject to paragraph 3 and 4 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by NCR/NCR UK that might prejudice a reference of the transaction under section 22 or 33 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 Cardtronics business with the NCR/NCR UK business;
 - (ii) transfer the ownership or control of the NCR/NCR UK business or the Cardtronics business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Cardtronics business or the NCR/NCR UK business to compete independently in any of the markets affected by the transaction.
 - (b) The Cardtronics business has been carried on separately from the NCR/NCR UK business and the Cardtronics business' separate sales or brand identity has been maintained.
 - (c) The Cardtronics business and the NCR/NCR UK business have been maintained as a going concern and sufficient resources have been made available for the development of the Cardtronics business and the NCR/NCR UK 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 Cardtronics business or the NCR/NCR 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 Cardtronics business and the NCR/NCR 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 Cardtronics business and the NCR/NCR 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 Cardtronics business or the NCR/NCR UK business have been disposed of; and
 - (iii) no interest in the assets of the Cardtronics business or the NCR/NCR UK business has been created or disposed of.
- (g) There has been no integration of the information technology of the Cardtronics or NCR/NCR UK businesses, and the software and hardware platforms of the Cardtronics 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 Cardtronics business have been carried out by the Cardtronics business alone and, for the avoidance of doubt, the NCR/NCR UK business has not negotiated on behalf of the Cardtronics business (and vice versa) or entered into any joint agreements with the Cardtronics business (and vice versa).
- (i) All existing contracts of the Cardtronics business and the NCR/NCR 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 Cardtronics business or the NCR/NCR UK business.

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

(o) *[list of material developments]*

3. NCR/NCR 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 Cardtronics or the NCR/NCR UK business in accordance with paragraph 9 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 **finest, 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 NCR/NCR UK

Signature

Name

Title

Date

Compliance statement for Cardtronics

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

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
2. Cardtronics has complied with the Order made by the CMA in relation to the transaction on 15 June 2021 (the Order).
3. Cardtronics' subsidiaries have also complied with this Order.
4. Subject to paragraph 3 and 4 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by Cardtronics that might prejudice a reference of the transaction under section 22 or 33 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 Cardtronics business with the NCR/NCR UK business;
 - (ii) transfer the ownership or control of the NCR/NCR UK business or the Cardtronics business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Cardtronics business or the NCR/NCR UK business to compete independently in any of the markets affected by the transaction.
 - (b) The Cardtronics business has been carried on separately from the NCR/NCR UK business and the Cardtronics business' separate sales or brand identity has been maintained.
 - (c) The Cardtronics business and the NCR/NCR UK business have been maintained as a going concern and sufficient resources have been made available for the development of the Cardtronics business and the NCR/NCR UK 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 Cardtronics 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 Cardtronics 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 Cardtronics 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 Cardtronics business have been disposed of; and
 - (iii) no interest in the assets of the Cardtronics business has been created or disposed of.
- (g) There has been no integration of the information technology of the Cardtronics or NCR/NCR UK businesses, and the software and hardware platforms of the Cardtronics 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 Cardtronics business have been carried out by the Cardtronics business alone and, for the avoidance of doubt, the NCR/NCR UK business has not negotiated on behalf of the Cardtronics business (and vice versa) or entered into any joint agreements with the Cardtronics business (and vice versa).
- (i) All existing contracts of the Cardtronics business and the NCR/NCR 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 Cardtronics business.
- (k) No key staff have been transferred between the Cardtronics business and the NCR/NCR UK business.

- (l) All reasonable steps have been taken to encourage all key staff to remain with the Cardtronics 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 Cardtronics business (or any of its employees, directors, agents or affiliates) to the NCR/NCR 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 Cardtronics business;
 - (ii) interruptions of the Cardtronics 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 Cardtronics business; or
 - (iv) substantial changes in the Cardtronics business' contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

5. Cardtronics 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 Cardtronics or the NCR business in accordance with paragraph 9 of the Order.

Interpretation

6. 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 CARDTRONICS

Signature

Name

Title

Date