

ACQUISITION BY NEC SOFTWARE SOLUTIONS UK LIMITED OF CAPITA (SSS) LIMITED AND CAPITA SOFTWARE (US) LLC

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 NEC Software Solutions UK Limited ceasing to be distinct from Capita (SSS) Limited and Capita Software (US) LLC (the **Merger**);
- (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 NEC Corporation (**NECJ**), Garden Private Holdings Limited (**GPHL**), NEC Software Solutions UK Limited (**NECSWS**), Capita (SSS) Limited (**CSSS**) and Capita Software (US) LLC (**CSUS**) (the **Order**). NECJ, GPHL and NECSWS are henceforth referred to collectively as **NEC**. CSSS and CSUS are henceforth referred to collectively as **Capita SSS**.

Commencement, application and scope

1. This Order commences on the commencement date: being the date of completion of the Merger.

2. This Order applies to NECJ, GPHL, NECSWS, CSSS and CSUS.
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 NECJ, GPHL, NECSWS, CSSS or CSUS 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 NECJ, GPHL, NECSWS, CSSS and CSUS observe the restrictions set out below.

Management of the NEC and Capita SSS businesses until determination of proceedings

5. Except with the prior written consent of the CMA, NECJ, GPHL, NECSWS, CSSS and CSUS 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 Capita SSS business with the NEC business;
 - (b) transfer the ownership or control of the NEC business or the Capita SSS business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Capita SSS business or the NEC 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, NECJ, GPHL, NECSWS, CSSS and CSUS shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the Capita SSS business is carried on separately from the NEC business and the Capita SSS business's separate sales or brand identity is maintained;
 - (b) the Capita SSS business and the NEC business are maintained as a going concern and sufficient resources are made available for the development of the Capita SSS business and the NEC 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 Capita SSS business or the NEC 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 Capita SSS business and the NEC business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Capita SSS business or the NEC business are disposed of; and
 - (iii) no interest in the assets of the Capita SSS business or the NEC business is created or disposed of;
- (f) there is no integration of the information technology of the Capita SSS or NEC businesses, and the software and hardware platforms of the Capita SSS 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 Capita SSS business will be carried out by the Capita SSS business alone and for the avoidance of doubt the NEC business will not negotiate on behalf of the Capita SSS business (and vice versa) or enter into any joint agreements with the Capita SSS business (and vice versa);
- (h) all existing contracts of the Capita SSS business and the NEC business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Capita SSS business or NEC business;
- (j) no key staff are transferred between the Capita SSS business and the NEC business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Capita SSS business and the NEC 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 Capita SSS business (or any of its employees, directors, agents or affiliates) to the NEC 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. NECJ, GPLH, NECSWS, CSSS and CSUS shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
8. NECJ, GPLH, NECSWS, CSSS and CSUS 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 NECJ, GPLH, NECSWS, CSSS and CSUS and their subsidiaries with this Order. In particular, on the date falling two weeks from commencement of this Order and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officers of NECJ, GPLH, NECSWS, CSSS and CSUS or other persons of NECJ, GPLH, NECSWS, CSSS and CSUS as agreed with the CMA shall, on behalf of each of NECJ, GPLH, NECSWS, CSSS and CSUS, 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, NECJ, GPLH, NECSWS, CSSS and CSUS shall each actively keep the CMA informed of any material developments relating to the Capita SSS business or the NEC business, which includes but is not limited to:
 - (a) details of key staff who leave or join the Capita SSS business or the NEC business;
 - (b) any interruption of the Capita SSS business or NEC 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 Capita SSS or NEC business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Capita SSS or NEC business's contractual arrangements or relationships with key suppliers.
10. If NECJ, GPLH, NECSWS, CSSS or CSUS has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that NECJ, GPLH, NECSWS, CSSS or CSUS 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. NECJ, GPLH, NECSWS, CSSS and CSUS 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;

‘commencement date’ means the date of completion of the Merger;

‘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;

‘CSSS’ means Capita (SSS) Limited, a company registered at 65 Gresham Street, London, England, EC2V 7NQ, with company number 13052116;

‘CSUS’ means Capita Software (US) LLC, a company registered at 16479 Dallas Parkway, Suite 140 Addison TX 75001 United States, with company number 5535075;

‘the Capita SSS business’ means the business of CSSS, CSUS and their subsidiaries carried on as at the commencement date;

‘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;

‘GPLH’ means Garden Private Holdings Limited, a company registered at 1st Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7DX, with company number 11126837;

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

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

‘NECJ’ means NEC Corporation, a company registered at 7-1, Shiba 5-chome, Minato-ku, Tokyo 108-8001, Japan, with company number 7010401022916;

‘NEC business’ means the business of NECJ and its subsidiaries carried on as at the commencement date;

‘NECSWS’ means NEC Software Solutions UK Limited, a company registered at 1st Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7DX, with company number 00968498;

‘NECSWS business’ means the business of NECSWS and its subsidiaries 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 Capita SSS business or the NEC business and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of the Capita SSS business and the NEC 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 NECSWS, CSSS and CSUS will cease to be distinct within the meaning of section 23 of the Act;

‘the two businesses’ means the NEC business and the Capita SSS business;

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

Lasse Burmester

Assistant Director, Mergers

21 December 2021

COMPLIANCE STATEMENT FOR NEC CORPORATION

I [insert name] confirm on behalf of NEC Corporation that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) NEC Corporation has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) NEC Corporation'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 NEC Corporation 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 Capita SSS business with the NEC business;
 - (ii) transfer the ownership or control of the NEC business or the Capita SSS business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Capita SSS business or the NEC business to compete independently in any of the markets affected by the transaction.
 - (b) The Capita SSS business has been carried on separately from the NEC business and the Capita SSS business's separate sales or brand identity has been maintained.
 - (c) The Capita SSS business and the NEC business have been maintained as a going concern and sufficient resources have been made available for the development of the Capita SSS business and the NEC 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 Capita SSS business or the NEC 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 Capita SSS business and the NEC 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 Capita SSS business and the NEC 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 Capita SSS business or the NEC business have been disposed of; and
 - (iii) no interest in the assets of the Capita SSS business or the NEC business has been created or disposed of.
- (g) There has been no integration of the information technology of the Capita SSS or NEC businesses, and the software and hardware platforms of the Capita SSS 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 Capita SSS business have been carried out by the Capita SSS business alone and, for the avoidance of doubt, the NEC business has not negotiated on behalf of the Capita SSS business (and vice versa) or entered into any joint agreements with the Capita SSS business (and vice versa).
- (i) All existing contracts of the Capita SSS business and the NEC 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 Capita SSS business or the NEC business.
- (k) No key staff have been transferred between the Capita SSS business and the NEC business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Capita SSS business and the NEC 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 Capita SSS business (or any of its employees, directors, agents or affiliates) to the NEC 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 Capita SSS business or the NEC business;
- (ii) interruptions of the Capita SSS business or the NEC 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 Capita SSS business or the NEC business; or
- (iv) substantial changes in the Capita SSS or NEC business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. NEC Corporation 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 Capita SSS or the NEC 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 **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 NEC CORPORATION

Signature

Name

Title

Date

COMPLIANCE STATEMENT FOR GARDEN PRIVATE HOLDINGS LIMITED/ NEC SOFTWARE SOLUTIONS UK LIMITED

I [insert name] confirm on behalf of Garden Private Holdings Limited/NEC Software Solutions UK Limited that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Garden Private Holdings Limited/NEC Software Solutions UK Limited has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) Garden Private Holdings Limited/NEC Software Solutions UK Limited 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 Garden Private Holdings Limited/NEC Software Solutions UK Limited 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 Capita SSS business with the GPHL business/NECSWS business;
 - (ii) transfer the ownership or control of the GPHL business/NECSWS business business or the Capita SSS business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Capita SSS business or the GPHL business/NECSWS business to compete independently in any of the markets affected by the transaction.
 - (b) The Capita SSS business has been carried on separately from the GPHL business/NECSWS business and the Capita SSS business's separate sales or brand identity has been maintained.
 - (c) The Capita SSS business and the GPHL business/NECSWS business have been maintained as a going concern and sufficient resources have been made available for the development of the Capita SSS business and the GPHL

business/NECSWS 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 Capita SSS business or the GPLH business/NECSWS 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 Capita SSS business and the GPLH business/NECSWS 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 Capita SSS business and the GPLH business/NECSWS 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 Capita SSS business or the GPLH business/NECSWS business have been disposed of; and
 - (iii) no interest in the assets of the Capita SSS business or the GPLH business/NECSWS business has been created or disposed of.
- (g) There has been no integration of the information technology of the Capita SSS or GPLH businesses/NECSWS businesses, and the software and hardware platforms of the Capita SSS 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 Capita SSS business have been carried out by the Capita SSS business alone and, for the avoidance of doubt, the GPLH business/NECSWS business has not negotiated on behalf of the Capita SSS business (and vice versa) or entered into any joint agreements with the Capita SSS business (and vice versa).
- (i) All existing contracts of the Capita SSS business and the GPLH business/NECSWS 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 Capita SSS business or the GPLH business/NECSWS business.

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

3. Garden Private Holdings Limited/NEC Software Solutions UK Limited 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 Capita SSS or the GPLH business/NECSWS 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 **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 GARDEN PRIVATE HOLDINGS LIMITED/NEC SOFTWARE SOLUTIONS UK LIMITED

Signature

Name

Title

Date

COMPLIANCE STATEMENT FOR CAPITA (SSS) LIMITED/CAPITA SOFTWARE (US) LLC

I [insert name] confirm on behalf of Capita (SSS) Limited/Capita Software (US) LLC that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Capita (SSS) Limited/Capita Software (US) LLC has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) Capita (SSS) Limited's/Capita Software (US) LLC'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 Capita (SSS) Limited/Capita Software (US) LLC 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 Capita SSS business with the NEC business business;
 - (ii) transfer the ownership or control of the NEC business or the Capita SSS business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Capita SSS business or the NEC business to compete independently in any of the markets affected by the transaction.
 - (b) The Capita SSS business has been carried on separately from the NEC business and the Capita SSS business's separate sales or brand identity has been maintained.
 - (c) The Capita SSS business and the NEC business have been maintained as a going concern and sufficient resources have been made available for the development of the Capita SSS business and the NEC 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 Capita SSS 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 Capita SSS 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 Capita SSS 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 Capita SSS business have been disposed of; and
 - (iii) no interest in the assets of the Capita SSS business has been created or disposed of.
- (g) There has been no integration of the information technology of the Capita SSS or NEC businesses, and the software and hardware platforms of the Capita SSS 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 Capita SSS business have been carried out by the Capita SSS business alone and, for the avoidance of doubt, the NEC business has not negotiated on behalf of the Capita SSS business (and vice versa) or entered into any joint agreements with the Capita SSS business (and vice versa).
- (i) All existing contracts of the Capita SSS business and the NEC 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 Capita SSS business.
- (k) No key staff have been transferred between the Capita SSS business and the NEC business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Capita SSS 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 Capita SSS business

(or any of its employees, directors, agents or affiliates) to the NEC 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 Capita SSS business;
- (ii) interruptions of the Capita SSS 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 Capita SSS business; or
- (iv) substantial changes in the Capita SSS business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. Capita (SSS) Limited/Capita Software (US) LLC 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 Capita SSS business or the NEC 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 **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 CAPITA (SSS) LIMITED/CAPITA SOFTWARE (US) LLC

Signature

Name

Title

Date