

## COMPLETED ACQUISITION BY PHARMACY2U LIMITED OF METABOLIC HEALTHCARE LTD

### 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 Pharmacy2U Limited (**Pharmacy2U**) and Metabolic Healthcare Ltd (**Lloyds Direct**) have ceased to be distinct;
- (b) the CMA is considering, pursuant to section 22 of the Act, whether it is or may be the case that a relevant merger situation has been created and 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**);
- (c) 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
- (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 Pharmacy2U, P2U Holdings Limited (**P2U**), G Square Capital II L.P. (**P2U TopCo**) and G Square Healthcare Private Equity LLP (**G Square**) (collectively, the **Acquirer Group**), and Lloyds Direct (the **Order**).

### Commencement, application and scope

1. This Order commences on the commencement date: 28 November 2023.

2. This Order applies to the Acquirer Group and Lloyds Direct.
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 the Acquirer Group and Lloyds Direct 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 Acquirer Group and Lloyds Direct businesses until determination of proceedings**

4. Except with the prior written consent of the CMA, the Acquirer Group and Lloyds Direct 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 Acquirer Group business with the Lloyds Direct business;
  - (b) transfer the ownership or control of the P2U business or the Lloyds Direct business or any of their subsidiaries; or
  - (c) otherwise impair the ability of the Lloyds Direct business or the Acquirer Group business to compete independently in any of the markets affected by the transaction.
5. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, the Acquirer Group and Lloyds Direct shall at all times during the specified period take all necessary steps to ensure that, except with the prior written consent of the CMA:
  - (a) the Lloyds Direct business is carried on separately from the Acquirer Group business and the Lloyds Direct business' separate sales or brand identity is maintained;
  - (b) the Lloyds Direct business and the P2U business are maintained as a going concern and sufficient resources are made available for the development of the Lloyds Direct business and the P2U business, on the basis of their respective pre-merger business plans;
  - (c) except in the ordinary course of business, no significant changes are made to the organisational structure of, or the management responsibilities within, the Lloyds Direct business or the P2U business;

- (d) the nature, description, range and quality of goods or services (or both) supplied in the UK by each of the Lloyds Direct business and the P2U business are maintained and preserved;
- (e) except in the ordinary course of business through the separate operation of the P2U business and the Lloyds Direct business:
  - (i) all of the assets of the Lloyds Direct business and the P2U business are maintained and preserved, including facilities and goodwill;
  - (ii) none of the assets of the Lloyds Direct business or the P2U business are disposed of; and
  - (iii) no interest in the assets of the Lloyds Direct business or the P2U business is created or disposed of;
- (f) there is no integration of the information technology of the Lloyds Direct or the Acquirer Group businesses, and the software and hardware platforms of the Lloyds Direct business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the P2U business and the Lloyds Direct business shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Lloyds Direct business will be carried out by the Lloyds Direct business alone and for the avoidance of doubt the Acquirer Group business will not negotiate on behalf of the Lloyds Direct business (and vice versa) or enter into any joint agreements with the Lloyds Direct business (and vice versa);
- (h) all contracts of the Lloyds Direct business and the P2U business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Lloyds Direct business or P2U business;
- (j) no key staff are transferred between the Lloyds Direct business and the P2U business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Lloyds Direct business and the P2U 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 Lloyds Direct business (or any of its

employees, directors, agents or affiliates) to the Acquirer Group 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 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**

6. The Acquirer Group and Lloyds Direct shall take all necessary steps to ensure that each of their subsidiaries comply with the provisions of this Order as they apply to that entity as if the Order had been issued to each of them.
7. The Acquirer Group and Lloyds Direct 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 the Acquirer Group and Lloyds Direct and their subsidiaries with this Order. In particular, on 12 December 2023 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 the Acquirer Group and Lloyds Direct or other persons of the Acquirer Group and Lloyds Direct as agreed with the CMA shall, on behalf of the entity of entities for which they are certifying compliance, provide a statement to the CMA in the form set out in the relevant Annex to this Order confirming compliance with this Order.
8. At all times, the Acquirer Group and Lloyds Direct shall actively keep the CMA informed of any material developments relating to the Lloyds Direct business or the P2U business, which includes but is not limited to:
  - (a) details of key staff who leave or join the Lloyds Direct business or the P2U business;
  - (b) any interruption of the Lloyds Direct or P2U business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that have prevented them 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 Lloyds Direct or P2U business including any substantial changes in customers' demand; and

- (d) substantial changes in the Lloyds Direct or P2U business's contractual arrangements or relationships with key suppliers.
9. If the Acquirer Group and Lloyds Direct have any reason to suspect that this Order might have been breached they shall immediately notify the CMA and any monitoring trustee that the Acquirer Group, or Lloyds Direct, 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. The Acquirer Group and Lloyds Direct 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

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 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;

**'the Acquirer Group'** means Pharmacy2U, P2U, P2U TopCo, and G Square;

**'the Acquirer Group business'** means the businesses of Pharmacy2U, P2U, P2U TopCo and G Square (including the entities that G Square manages) and their subsidiaries but excluding the Lloyds Direct business carried on as at the commencement date;

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

**'commencement date'** means 28 November 2023;

**'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;

**'G Square'** means G Square Healthcare Private Equity LLP, a company registered in England and Wales with company number OC385628.

**'key staff'** means staff in positions of (i) senior executive or managerial responsibility or (ii) whose performance affects the viability of the business;

**'Lloyds Direct'** means Metabolic Healthcare Ltd, a company registered in England and Wales with company number 09668487.

**'the Lloyds Direct business'** means the business of Lloyds Direct 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 or services (or both) by Lloyds Direct or P2U and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of Lloyds Direct and P2U;

**'P2U'** means P2U Holdings Limited, a company registered in England and Wales with company number 11231760;

**'the P2U business'** means the business of P2U and its subsidiaries but excluding the Lloyds Direct business, carried on as at the commencement date;

**'P2U TopCo'** means G Square Capital II LLP, a company registered in England and Wales with company number OC403691;

**'Pharmacy2U'** means Pharmacy2U Limited, a company registered in England and Wales with company number 03802593;

**'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 Pharmacy2u and Lloyds Direct have ceased to be distinct within the meaning of section 23 of the Act;

**'the two businesses'** means the Acquirer Group business and the Lloyds Direct business;

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

**Matteo Alchini**

**Assistant Director, Remedies Business and Financial Analysis**

## Compliance statement for Pharmacy2U / P2U

I [insert name] confirm on behalf of Pharmacy2U / P2U that:

### Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the **Relevant Period**):
  - (a) Pharmacy2U / P2U has complied with the Order made by the CMA in relation to the transaction on 28 November 2023 (the **Order**).
  - (b) Pharmacy2U / P2U'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 Pharmacy2U / P2U 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 Lloyds Direct business with the P2U business;
    - (ii) transfer the ownership or control of the P2U business or the Lloyds Direct business or any of their subsidiaries; or
    - (iii) otherwise impair the ability of the Lloyds Direct business or the P2U business to compete independently in any of the markets affected by the transaction.
  - (b) The Lloyds Direct business has been carried on separately from the P2U business and the Lloyds Direct business' separate sales or brand identity has been maintained.
  - (c) The Lloyds Direct business and the P2U business have been maintained as a going concern and sufficient resources have been made available for the development of the Lloyds Direct business and the P2U business, on the basis of their respective pre-merger business plans.
  - (d) No significant changes have been made to the organisational structure of, or the management responsibilities within, the Lloyds Direct business or the P2U business, except in the ordinary course of business.



- (e) The nature, description, range and quality of goods or services (or both) supplied in the UK by the Lloyds Direct business and the P2U business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the Lloyds Direct business and the P2U business:
  - (i) all of the assets of the Lloyds Direct business and the P2U 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 Lloyds Direct business or the P2U business have been disposed of; and
  - (iii) no interest in the assets of the Lloyds Direct business or the P2U business has been created or disposed of.
- (g) There has been no integration of the information technology of the Lloyds Direct or P2U businesses, and the software and hardware platforms of the Lloyds Direct 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 P2U business and the Lloyds Direct business have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Lloyds Direct business have been carried out by the Lloyds Direct business alone and, for the avoidance of doubt, the P2U business has not negotiated on behalf of the Lloyds Direct business (and vice versa) or entered into any joint agreements with the Lloyds Direct business (and vice versa).
- (i) All contracts of the Lloyds Direct business and the P2U 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 Lloyds Direct business or the P2U business.
- (k) No key staff have been transferred between the Lloyds Direct business and the P2U business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Lloyds Direct business and the P2U 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 Lloyds Direct business (or any of its employees, directors, agents or affiliates) to the P2U 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 Lloyds Direct business or the P2U business;
  - (ii) interruptions of the Lloyds Direct business or the P2U 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 Lloyds Direct business or the P2U business; or
  - (iv) substantial changes in the Lloyds Direct or P2U businesses' contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. Pharmacy2U / P2U and its subsidiaries remain in full compliance with the Order and will, or will take all necessary steps to ensure that Lloyds Direct, continue actively to keep the CMA informed of any material developments relating to the Lloyds Direct or the P2U business in accordance with paragraph 8 of the Order.

## **Interpretation**

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

## **I understand that:**

5. 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.)

6. 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 PHARMACY2U / P2U

Signature .....

Name .....

Title .....

Date

## Compliance statement for P2U TopCo / G Square

I [insert name] confirm on behalf of P2U TopCo / G Square that:

### Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the **Relevant Period**):
  - (a) P2U TopCo / G Square has complied with the Order made by the CMA in relation to the transaction on 28 November 2023 (**the Order**).
  - (b) P2U TopCo's / G Square'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 P2U TopCo / G Square 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 Lloyds Direct business with the Acquirer Group business;
    - (ii) transfer the ownership or control of the P2U business or the Lloyds Direct business or any of their subsidiaries; or
    - (iii) otherwise impair the ability of the Lloyds Direct business or the Acquirer Group business to compete independently in any of the markets affected by the transaction.
  - (b) The Lloyds Direct business has been carried on separately from the Acquirer Group business and the Lloyds Direct business's separate sales or brand identity has been maintained.
  - (c) The Lloyds Direct business and the P2U business have been maintained as a going concern and sufficient resources have been made available for the development of the Lloyds Direct business and the P2U business, on the basis of their respective pre-merger business plans.

- (d) No significant changes have been made to the organisational structure of, or the management responsibilities within, the Lloyds Direct business or the P2U business, except in the ordinary course of business.
- (e) The nature, description, range and quality of goods or services (or both) supplied in the UK by the Lloyds Direct business and the P2U business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the Lloyds Direct business and the P2U business:
  - (i) all of the assets of the Lloyds Direct business and the P2U 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 Lloyds Direct business or the P2U business have been disposed of; and
  - (iii) no interest in the assets of the Lloyds Direct business or the P2U business has been created or disposed of.
- (g) There has been no integration of the information technology of the Lloyds Direct or Acquirer Group businesses, and the software and hardware platforms of the Lloyds Direct 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 Lloyds Direct have been carried out by the Lloyds Direct business alone and, for the avoidance of doubt, the Acquirer Group business has not negotiated on behalf of the Lloyds Direct business (and vice versa) or entered into any joint agreements with the Lloyds Direct business (and vice versa).
- (i) All contracts of the Lloyds Direct business and the P2U 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 Lloyds Direct business or the P2U business.
- (k) No key staff have been transferred between the Lloyds Direct business and the P2U business.

- (l) All reasonable steps have been taken to encourage all key staff to remain with the Lloyds Direct business and the P2U 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 Lloyds Direct business (or any of its employees, directors, agents or affiliates) to the Acquirer Group 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 Lloyds Direct business or the P2U business;
  - (ii) interruptions of the Lloyds Direct business or the P2U 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 Lloyds Direct business or the P2U business; or
  - (iv) substantial changes in the Lloyds Direct or P2U business' contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

- 3. P2U TopCo / G Square and its subsidiaries remain in full compliance with the Order and will, or will take all necessary steps to ensure that Lloyds Direct, continue actively to keep the CMA informed of any material developments relating to the Lloyds Direct or the P2U business in accordance with paragraph 8 of the Order.

## **Interpretation**

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

## **I understand that:**

- 5. 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 **fin**  
**es, imprisonment for a term not exceeding two years, or both.** (Section  
117 of the Enterprise Act 2002.)

6. 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 P2U TOPCO / G SQUARE

Signature .....

Name .....

Title .....

Date

## Compliance statement for Lloyds Direct

I [insert name] confirm on behalf of Lloyds Direct that:

### Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the **Relevant Period**):
  - (a) Lloyds Direct has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (**the Order**).
  - (b) Lloyds Direct'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 Lloyds Direct 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 Lloyds Direct business with the Acquirer Group business;
    - (ii) transfer the ownership or control of the Lloyds Direct business or any of its subsidiaries; or
    - (iii) otherwise impair the ability of the Lloyds Direct business or the Acquirer Group business to compete independently in any of the markets affected by the transaction.
  - (b) The Lloyds Direct business has been carried on separately from the Acquirer Group business and the Lloyds Direct business' separate sales or brand identity has been maintained.
  - (c) The Lloyds Direct business has been maintained as a going concern and sufficient resources have been made available for the development of the Lloyds Direct business, on the basis of its pre-merger business plans.
  - (d) No significant changes have been made to the organisational structure of, or the management responsibilities within, the Lloyds Direct business except in the ordinary course of business.



- (e) The nature, description, range and quality of goods or services (or both) supplied in the UK by the Lloyds Direct business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the Lloyds Direct business and the P2U business:
  - (i) all of the assets of the Lloyds Direct 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 Lloyds Direct business have been disposed of; and
  - (iii) no interest in the assets of the Lloyds Direct business has been created or disposed of.
- (g) There has been no integration of the information technology of the Lloyds Direct or Acquirer Group businesses, and the software and hardware platforms of the Lloyds Direct 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 Lloyds Direct business have been carried out by the Lloyds Direct business alone and, for the avoidance of doubt, the Acquirer Group business has not negotiated on behalf of the Lloyds Direct business (and vice versa) or entered into any joint agreements with the Lloyds Direct business (and vice versa).
- (i) All contracts of the Lloyds Direct business and the P2U 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 Lloyds Direct business.
- (k) No key staff have been transferred between the Lloyds Direct business and the P2U business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Lloyds Direct 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 Lloyds Direct business (or any of its employees, directors, agents or affiliates) to the Acquirer Group 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 Lloyds Direct business;

(ii) interruptions of the Lloyds Direct 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 Lloyds Direct business; or

(iv) substantial changes in the Lloyds Direct business' contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. Lloyds Direct and its subsidiaries remain in full compliance with the Order and will, or will take all necessary steps to ensure that Lloyds Direct, continue actively to keep the CMA informed of any material developments relating to the Lloyds Direct business in accordance with paragraph 8 of the Order.

## Interpretation

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

## I understand that:

5. 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.)

6. 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 LLOYDS DIRECT

Signature .....

Name .....

Title .....

Date