

**UNDERTAKINGS ADDRESSED BY MONEYGRAM TO THE COMPETITION
COMMISSION OF MAURITIUS IN RESPECT OF THE CCM INVESTIGATION ON
THE SUPPLY OF MONEY TRANSFER SERVICES IN MAURITIUS (INV/029)
UNDER SECTION 63 OF THE COMPETITION ACT AND RULE 28 OF THE
COMPETITION COMMISSION RULES OF PROCEDURE 2009**

1. Definitions

“Act” means the Competition Act 2007

“Agent” means an agent licensed and regulated in Mauritius to offer the MoneyGram Services.

“Agreement or Agreements” mean the Exclusive and Non-Exclusive Agreements.

“Exclusive Agreement” means an International Money Transfer Services Agreements entered into between MoneyGram and its Agents whereby an Agent offers exclusively the MoneyGram Services.

“Non-Exclusive Agreement” means International Money Transfer Services Agreements entered into between MoneyGram and its Agents whereby an Agent may offer the MoneyGram Services along with any other money transfer services provided by any competitor of MoneyGram.

“CCM” means the Competition Commission of Mauritius.

“Investigation” means the formal investigation launched by CCM into a potential restrictive business practice that may exist in relation to the supply of cross-border money transfer services in Mauritius in the form of exclusivity clauses put in place by MoneyGram (INV/029).

“MoneyGram” means MoneyGram International B.V. (Branch)

“MoneyGram Services” mean the proprietary money transfer services offered by MoneyGram through its Agents in Mauritius.

“Sub-Agent” means a person licensed and regulated in Mauritius to offer the MoneyGram Services and who offers the MoneyGram Services under a Sub-Agent Agreement.

“Sub-Agent Agreement” means an agreement between an Agent and a Sub-Agent under which the latter provides the MoneyGram Services.

“Undertakings” mean the undertakings contained herein and provided to the CCM in order to address the concerns that the CCM has raised during the Investigation.

2. Statement of facts

2.1 Scope of the Investigation conducted by CCM

CCM is conducting an investigation on Agreements for the provision of money transfer services offered by the Agents in Mauritius and whether such Agreements were likely to breach the monopoly provisions of the Act and more particularly its Section 46 (2), pursuant to which such Agreements may have the object or effect of preventing, restricting or distorting competition in Mauritius, or in any other way constitutes an exploitation of a monopoly situation. The Investigation also encompasses the activities of the competitors of MoneyGram in Mauritius.

3. The Concerns of the CCM

The concerns raised by the CCM are as follows:

- 3.1 the CCM apprehends that the exclusionary clause in the Agreements may potentially restrict business practices in the market of cross-border money transfer services in Mauritius;
- 3.2 the CCM apprehends that the Agreements may prevent the Agents from providing competing services and that the Agents may be discouraged from shifting supplier of money transferring services;
- 3.3 the CCM apprehends that the Agreements may constitute barriers to entry in the provision of money transferring services in Mauritius.

4. Proposed undertaking

4.1 Existing agreements

4.1.1 Option between exclusive and non-exclusive

In order to address the concerns of the CCM, MoneyGram undertakes to apply the measures outlined under this section. The Agents will be given the possibility of choosing between (i) retaining an Exclusive Agreement; or (ii) entering into a new Non-Exclusive Agreement.

Should an Agent choose a Non-Exclusive Agreement, amendments will be brought to agreements currently in force.

4.1.2 Non-compete clause

MoneyGram standard non-compete provision services prevents an Agent to offer competing services during the term of the Agreement and for a limited period of time following termination of the Agreement.

Should an Agent elect the option of a Non-Exclusive Agreement, MoneyGram undertakes that the non-compete clause will not be applicable.

4.1.3 Timeline for implementation

The proposed structure described herein may become effective (i) upon the renewal of the Exclusive Agreement, i.e. at the end of the current term or (ii) upon request from CCM following the publication of an ad hoc decision related to the current Investigation.

When these Undertakings shall become effective, MoneyGram will notify the Agents of the possibility for them to change Agreement (that is from an Exclusive Agreement to a Non-Exclusive Agreement, and vice-versa) between MoneyGram and them.

The notification sent to the Agents will imply that the Agents shall be able to change from one type of agreement to the other within a given timeframe. The shift from an Exclusive Agreement to a Non-Exclusive Agreement will however depend on the Agent accepting certain other terms of the Agreement.

4.2 Future agreements

4.2.1 Option between Exclusive Agreements and Non-Exclusive Agreements

For future prospect Agents, MoneyGram is undertaking to offer to the Agents the choice between (i) entering into an Exclusive Agreement or (ii) entering into a new Non-Exclusive Agreement.

4.2.2 Non-compete clause

Should the Agent decide to enter into a Non-Exclusive Agreement, the Non-Exclusive Agreement will not contain any non-compete clause.

Should the Agent decide to enter into an Exclusive Agreement, MoneyGram undertakes that the non-compete clause in Exclusive Agreements currently in force will also become non-enforceable as a result of the Undertakings.

5. Sub-Agents

The terms of the agreements in respect of MoneyGram Services carried out by Sub-Agents, on the premises of the latter and through the latter's own infrastructure, will not be affected by the nature of the Sub-Agent Agreement, that is, whether the Sub-Agent Agreement is an exclusive agreement or a non-exclusive agreement for the provision of MoneyGram Services.

6. Reporting to CCM

These Undertakings shall become effective on the date they are accepted by the CCM and shall remain in force for a period of four (4) years.

7. Proposal for a uniform money transfer market in Mauritius

MoneyGram respectfully suggests that the CCM decision further to the current Investigation becomes binding for all money transfer operators in Mauritius, regardless of their size, market share or network.

Yours sincerely,