

INVESTIGATION BY COMPETITION COMMISSION INTO CROSS-BORDER MONEY TRANSFER SERVICES

UNDERTAKINGS GIVEN BY WESTERN UNION TO THE COMPETITION COMMISSION PURSUANT TO SECTION 63 OF THE COMPETITION ACT 2007.

On 17 April 2015, the Executive Director of the Commission informed Western Union that following a preliminary enquiry an investigation under Section 51 of the Act had been launched 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 Western Union and others.

Western Union currently has two Agents in Mauritius. [Redacted for confidentiality].

Pursuant to Section 63 of the Act and Rule 28 of the Rules of Procedure, Western Union hereby gives to the Commission the following undertakings in respect of the above concerns of the Commission.

- 1) Western Union undertakes that it will offer Agents the following choice with respect to Agency Agreements with Western Union:
 - a) To offer Competing Money Transfer Services in all of the Agent's Outlets;
 - b) To offer Western Union Money Transfer Services exclusively in all of the Agent's Outlets.
- 2) Western Union will place no restrictions on its Agents as to whether or not their Sub-Agents offer Competing Money Transfer Services.
- 3) [Redacted for confidentiality].
- 4) These choices may be exercised at any time either for the purpose of entering into a New Agreement or, on three months' Notice, during the currency of an Existing Agreement.
- 5) These Undertakings are without prejudice to other terms of Agency Agreements, including but not limited to the Remuneration paid by Western Union to Agents.
- 6) These Undertakings shall take effect on the Effective Date and shall remain in force for a period of four years from that date.
- 7) During the currency of these Undertakings, Western Union will report to the Commission on a confidential basis every six months on:
 - a) The number of New Agreements;
 - b) Any modifications to Existing Agreements made pursuant to these Commitments;
 - c) The way in which Agents have exercised the choice provided for by these Commitments;
and

- d) [Redacted for confidentiality].
- 8) Western Union
- a) will not include in any New Agreement any provision relating to the provision of Competing Money Transfer Services following the termination of the agreement in question, and
 - b) will remove from any Existing Agreement any provision relating to the provision of Competing Money Transfer Services following the termination of the agreement in question, if any.
- 9) These Undertakings comprise the entirety of Western Union's commitments to or agreements or understandings with the Commission.
- 10) Western Union may request the Commission at any time during the currency of these Undertakings to consider modifying these Undertakings where there has been a material change in the facts.
- 11) These Undertakings are without prejudice to Western Union's rights of defence should any other party decide to assert claims, open proceedings or commence any legal action against Western Union.
- 12) For the purpose of these Undertakings, the following terms have the following meanings:
- a) "Act" means the Competition Act 2007.
 - b) "Agency Agreement" means a representation agreement entered into by Western Union and a third party relating to the provision of Western Union Money Transfer Services in Mauritius.
 - c) "Agent" means duly-appointed Western Union agent providing Western Union Money Transfer Services in Mauritius.
 - d) "Commission" means the Competition Commission of Mauritius.
 - e) "Competing Money Transfer Services" means money transfer services other than Western Union Money Transfer Services.
 - f) "Effective Date" means the date on which Western Union is notified of the final decision of the Competition Commission to accept these Undertakings.
 - g) "Existing Agreement" means any Agency Agreement entered into by Western Union on or before the Effective Date.
 - h) "New Agreement" means any Agency Agreement entered into by Western Union after the Effective Date.
 - i) "Notice" means notice in writing given in accordance with the terms of the relevant Agency Agreement.
 - j) "Outlets" means locations and facilities from which Western Union Money Transfer Services are provided by Agents.

- k) “Remuneration” means the amount of the commission fee paid by Western Union to the Agent in respect of Western Union Money Transfer Services consumer send and receive and commercial transactions effected by the Agent together with other payments made by Western Union to the Agent.
- l) “Rules of Procedure” means the Competition Commission Rules of Procedure 2009.
- m) “Sub-Agent” means a sub-agent appointed to provide Western Union Money Transfer Services in Mauritius by an Agent and approved by Western Union.
- n) “Western Union Money Transfer Services” means Western Union branded money transfer and related services provided in Mauritius.
- o) “Western Union” means Western Union Network France SAS represented by James Carroll duly authorized by The Western Union Company. For clarity, this entity is the only Western Union entity that engages Agents in Mauritius. Western Union acknowledges that, should any other entities in future engage Agents in Mauritius, those entities would be bound by these Undertakings.

Signed:

Position: Director