

Competition Commission Adoption of Undertakings

IN THE MATTER of the reference to the Competition Commission dated 22 March 2005 relating to the acquisition by Francisco Partners L.P. of G International Inc.

Whereas on 22 March 2005 the Office of Fair Trading ("OFT") made the reference to the Competition Commission ("CC") under section 22 of the Enterprise Act 2002 ("the Act"):

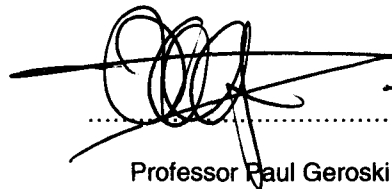
And whereas prior to making the reference the OFT, for the purpose of preventing pre-emptive action, accepted the undertakings reproduced in the Annex below ("the Undertakings") from Francisco Partners L.P. on 22 February 2005 in accordance with section 71(2) of the Act:

And whereas the reference has not been finally determined:

And whereas the Undertakings are still in force:

Now the CC hereby adopts the Undertakings in accordance with section 80(3) of the Act for the purpose of preventing pre-emptive action, to ensure that no action is taken which might prejudice the reference or impede the taking of any action by the CC under Part 3 of the Act which may be justified by the CC's decisions on the reference:

Signed by authority of the CC



Professor Paul Geroski
Chairman
23 March 2005

22 February 2006

**COMPLETED ACQUISITION BY FRANCISCO PARTNERS L.P. OF
G INTERNATIONAL INC.**

**UNDERTAKINGS GIVEN BY FRANCISCO PARTNERS L.P. TO THE OFFICE OF
FAIR TRADING PURSUANT TO SECTION 71 OF THE ENTERPRISE ACT 2002**

Francisco Partners L.P. and Global Exchange Services Ltd hereby give to the OFT the following undertakings in respect of the acquisition by Francisco Partners L.P. of G International Inc. pursuant to section 71 of the Enterprise Act 2002 for the purpose of preventing pre-emptive action.

Management of the G International Business until determination of proceedings

1. Except with the prior written consent of the OFT, Francisco Partners L.P. and Global Exchange Services Ltd undertake that, to the extent that the G International Business and the GXS business remain separate from each other as at 22 February 2006, they will not during the specified period take any action which might:
 - (a) directly or indirectly lead to the integration or further integration of the G International Business with the GXS Business; or
 - (b) prejudice any reference to the CC or impede the taking of any action under the Act which may be justified by the CC's decisions on any such reference.

2. Without prejudice to the generality of paragraph 1, Francisco Partners L.P. and Global Exchange Services Ltd will at all times during the specified period, ensure that except with the prior written consent of the OFT:
 - (a) the G International Business is carried on separately and under a different name from the GXS Business;
 - (b) the G International Business is maintained as a going concern;
 - (c) no act is carried out that is likely to alter the nature and scope of activity, or the industrial or commercial strategy of the G International Business;
 - (d) except in the ordinary course of business :
 - (i) none of the Assets of the G International Business are disposed of; and
 - (ii) no interest in the Assets of the G International Business is created or disposed of;
 - (e) the nature, description, range and standard of business to business services, particularly electronic data interchange services,

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currently supplied in the United Kingdom by the G International Business are maintained and preserved; and

- (f) the Assets of the G International Business are maintained and preserved, including goodwill.

Compliance

3. Francisco Partners L.P. and Global Exchange Services Ltd shall ensure that each of their subsidiaries from time to time complies with these undertakings as if it had given them.
4. Francisco Partners L.P. and Global Exchange Services Ltd will promptly provide to the OFT such information as it may from time to time require for the purposes of monitoring compliance by Francisco Partners L.P. and Global Exchange Services Ltd and their subsidiaries with these undertakings.
5. Francisco Partners L.P. and Global Exchange Services Ltd will comply insofar as they are able with such written directions as the OFT 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 these undertakings.

Interpretation

6. The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
7. For the purposes of these undertakings:

"the Act" means the Enterprise Act 2002;

"the Assets" means:

- (a) all tangible and intangible assets (including intellectual property rights), that are owned or licensed by the G International Business and which contribute to the current operation or are necessary to ensure the viability and competitiveness of the G International Business;
- (b) all licences, permits and authorisations issued by any governmental organisation for the benefit of the G International Business;
- (c) all contracts, leases, commitments and customer orders of the G International Business; all customer credit and other records of the G International Business; and
- (d) all personnel currently employed by G International Limited.

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

"the CC" means the Competition Commission;

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"the decisions" means the decisions of the CC on the questions which it is required to answer by virtue of section 35 of the Act;

"the GXS Business" means the business of Global Exchange Services Inc. and its subsidiaries carried on in the United Kingdom as at 22 February 2005;

"the G International Business" means the business of G International Inc. and its subsidiaries carried on in the United Kingdom as at 22 February 2005;

"the OFT" means the Office of Fair Trading, provided that, should the CC adopt these undertakings pursuant to section 80(3) of the Act, references to "the OFT" in paragraphs 1 and 2 of these undertakings shall be taken as references to the CC, and references to "the OFT" in paragraphs 4 and 5 of these undertakings shall be taken to include both the Office of Fair Trading and the CC;

"the specified period" means the period beginning on the date of these undertakings and terminating at the end of the period specified in section 71(5) or (6) of the Act;

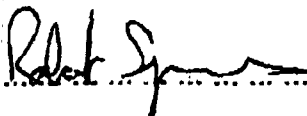
"subsidiary", unless otherwise stated, has the meaning given by section 736 of the Companies Act 1985 (as amended); and

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

FOR AND ON BEHALF OF FRANCISCO PARTNERS L.P.

..... Signature
..... Name
..... Title
..... Date

FOR AND ON BEHALF OF GLOBAL EXCHANGE SERVICES LTD

 Signature
ROBERT SYMMONS Name
Director Title

22 February 2005

23rd February 2005 Date

22 February 2005

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 - (c) no act is carried out that is likely to alter the nature and scope of activity, or the industrial or commercial strategy of the G International Business;
 - (d) except in the ordinary course of business :
 - (i) none of the Assets of the G International Business are disposed of; and
 - (ii) no interest in the Assets of the G International Business is created or disposed of;
 - (e) the nature, description, range and standard of business to business services, particularly electronic data interchange services, currently supplied in the United Kingdom by the G International Business are maintained and preserved; and
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unless the context requires otherwise, the singular shall include the plural and vice versa.

FOR AND ON BEHALF OF FRANCISCO PARTNERS L.P.

..... D. Golob	Signature
..... David R. Golob	Name
..... Managing Director	Title
..... 2/22/05	Date

FOR AND ON BEHALF OF GLOBAL EXCHANGE SERVICES LTD

.....	Signature
.....	Name
.....	Title
.....	Date