COMPETITION COMPLIANCE PROGRAM
OF BDVI

Introduction

The Competition Compliance Program offers guidance and information to members of the BDVI Company Association (referred to as "BDVI") about BDVI's policy for complying with antitrust laws in the European Union (EU) and the European Economic Area (EEA) ("EU Antitrust Laws"). This program applies to all BDVI members, guests, and employees.

BDVI:

BDVI is a professional and scientific association organized to further promote the application of the sciences in the packaging and related industries. Its aim is to promote research and education in the areas of interest of its members. BDVI is not intended to, and may not, play any role in the competitive decisions of its members or their employers, or in any way restrict competition in the packaging and related industries.

Albeit the membership in BDVI or any other professional or trade associations does not as such raise any antitrust law concerns, certain guidelines should be respected as regards to the behaviour of members of the BDVI. This applies in particular where representatives of competitors attend meetings or seminars of BDVI.

BDVI's Policy

BDVI is committed to adhering to all relevant laws, including antitrust laws. The organization believes that fair and open competition is in the best interest of both BDVI and its member companies. BDVI is convinced that success will not be achieved by violating the law. Therefore, strict compliance with the guidelines and information provided is of utmost importance.

Each BDVI member is individually responsible for adhering to this Competition Compliance Program. Violating this program may result in legal/regulatory action against the individual member and, in certain cases, exclusion of the member and the member-company from BDVI or any BDVI meeting.

If any BDVI member becomes aware of any actual or potential violation of this Competition Compliance Program, they should promptly contact BDVI directly to report the matter.

A. Relationship to Competitors ("Horizontal")

1. Be cautious about contact with employees of a competitor. Do not discuss any of the following topics either about your company or the competitor:

- Company pricing information, incl. discounts, credit terms, general terms of doing business, etc;
- Company plans or business strategies;
- Market conditions and analysis;
- Identity of customers and suppliers.

2. Be cautious about how you develop knowledge of competitive activities in the market place. Whilst it is important to have knowledge of developments in the marketplace, if market information is obtained in a wrong manner, it may amount to an indication of concerted practices or an agreement in violation of the EU Antitrust Laws. Accordingly, this information should never be obtained directly from a competitor. Only use public available sources or information that is sufficiently mature.

3. Be cautious about announcements of future price changes. Known as "price signalling" it may be a violation of the law to announce future price changes which communicate the changes more widely than may be necessary to inform customers. This may be understood as an invitation to concerted practices.

4. Be cautious about trade association meetings and technical / professional groups where competitors are present. These meetings provide an opportunity for informal gatherings of competitors and as a result may expose each participant to the risk of a claim of collusion, especially if after such a meeting some or all of the members take the same action. Do not discuss any of the critical topics as set out in this Competition Compliance Program at such a meeting of competitors.

B. Summary of Antitrust Legislation

A) Overview

The EU Treaty is aimed at establishing a single market with the free movement of goods and services throughout the European Union. To accomplish this goal, the Treaty includes antitrust regulations intended to prevent the restriction or distortion of competition within the EU. These rules are grounded in the principle that competition should be free, open, and robust, resulting in the greatest benefit for consumers in terms of product and service choices, pricing, and quality.

Most European countries also have their own domestic antitrust laws, often modeled on or similar to the EU antitrust regulations.

Any violation of EU Antitrust Laws could significantly damage the reputation of BDVI and its members, and could subject them to extensive and expensive investigations and legal proceedings. The consequences of infringing antitrust laws potentially include

- very substantial fines of **up to 10% of a company's world-wide** group turnover;
- claims from customers and competitors, including claims for damages; and
- agreements which are not in line with the applicable antitrust laws being void and unenforceable.

B) The Existing Antitrust Laws (EU / Relation to Local Laws)

The very fundamental antitrust rules within the European Union (EU) are laid down in **Articles 101 and 102** (previously Articles 81 and 82) which have been amended several times. However, Articles 101 and 102 have never been changed in substance.

1. Article 101 EU Treaty

Article 101 EU Treaty is generally prohibiting all agreements and concerted practices which **restrict competition within the Common Market**. More precisely, Article 101 EU Treaty applies to all contractual or other less formal consensual arrangements between companies which intend to restrict competition or which have the effect to restrict competition. It does not matter whether such arrangement is express or tacit, in writing or oral. Furthermore, Article 101 EU Treaty covers both agreements between companies competing in respect of research, development, production, purchase, or sale of different goods or services ("Horizontal Agreements") as well as agreements between

companies engaged in such activities for the same set of goods and services at different levels of the market ("Vertical Agreements"), e.g., distribution agreements.

2. Article 102 EC Treaty

Article 102 of the EU-Treaty prohibits any **abuse of a dominant market position** within the EU or in one of the member states.

a) In contrast to Article 101 EU Treaty, Article 102 EU Treaty applies to unilateral behaviour. It does not prohibit the creation or mere possession of a dominant market position, in the extreme a monopoly, but prohibits "abuses" of such position. Accordingly, the provision gives examples for unlawful behaviour.

b) Article 102 EU-Treaty only applies where a Company has a **dominant position** in a relevant market.

Depending on the market structure on the respective affected market, i.e. primarily the concentration level, the number of competitors and their respective market shares and financial power, a company will – as a rule of thumb - have a dominant position within a certain product market, when it's respective **market share exceeds 35-40%.**

Relevant Market for the Purposes of Community Competition Law is

*a relevant product market that comprises all those products and/or services which are regarded as **interchangeable or substitutable** by the consumer, by reason of*

1. *the products' characteristics,*
2. *their prices, and*
3. *their intended use.*

Accordingly, a Company will have to define the relevant market for each of its products very carefully.

3. Relation to National Antitrust Laws

As previously mentioned, EU Antitrust Law is legally binding in all 27 current EU countries and, through the European Economic Area Agreement, in Iceland, Liechtenstein, and Norway. Additionally, nearly all of these European countries have their own domestic antitrust reg-

ulations, often modeled on or similar to the EC rules, collectively referred to as "EU Antitrust Laws."

C) Types of Antitrust Violations

Articles 101 and 102 EC Treaty prohibit or limit certain practices that may restrict competition and trade or that constitute an abuse of a dominant market position.

(1) "Agreements" or "Concerted Practices" ("Horizontal")

Introduction

The relationship between competitors is the most dangerous in terms of raising antitrust concerns, and thus you must be very careful when dealing with competitors.

The concept of an "**agreement**" under Article 101 (1) EU Treaty is widely drawn. For an agreement to exist it is sufficient if the undertakings in question should have *expressed their joint intention* to conduct themselves on the market in a specific way. The form the agreement takes is irrelevant. It can be written or oral, signed or unsigned. Also so-called "gentlemen's agreements" have been held to be agreements under Article 101 (1) EU Treaty.

The notion of "**concerted practice**" goes even further. Concerted practices fall short of an agreement but consist of direct or indirect contact between competitors, the object or effect of which is to influence the conduct on the market of a competitor. The object of bringing concerted practices within the scope of EU Antitrust Laws is to *prohibit co-ordination between companies* which, although not amounting to a binding agreement, knowingly substitute practical co-operation between them for the risks of competition.

The following practices with competitors may constitute serious violations of EU Antitrust Laws and are, therefore, strictly forbidden:

Price Fixing

Price fixing comprises all agreements that directly or indirectly fix purchase or selling prices or price elements (for example discounts, rebates, surcharges, margins and credit terms) or any other trading conditions (i.e. the terms upon which, or the persons to whom, goods or services may be supplied, for example payment terms or other general terms and conditions of an agreement). Also prohibited are, by way of example, **agree-**

ments on common selling prices, on the amount of a price increase, on basic prices (from which individual prices are calculated), on the **amount of rebates or on recommended or target prices**, on not to submit quotations without prior consultation and on not to deviate from published prices. Accordingly, all agreements with competitors to fix, raise, lower or maintain prices or elements of prices are prohibited.

Restriction of Output/Quality

As a general rule, agreements to limit or control production, markets, technical developments or investments are prohibited. This does in particular refer to **agreements which restrict the production or supply** of goods to a particular market in order to keep prices high (for example agreements to adopt production quotas or otherwise limit output). The same applies to agreements that limit technical developments and thereby the quality of products.

Market Division

As a general rule, agreements to divide markets through the allocation of sales territories, customers/customer groups or product lines are prohibited.

Boycotts

Agreements with competitors not to deal with or to boycott one or more third parties are generally prohibited. This applies in particular to exclusionary practices such as collective exclusive dealing (whereby suppliers agree to deal exclusively though certain distribution channels – typically “approved dealers” – only), or a collective refusal to supply. For example, an understanding with one or more competitors not to grant licences for one’s products without the consent of the competitor or an agreement not to supply a certain customer would be a violation of EC Antitrust Laws.

Bid-Rigging

An agreement with a competitor that one company will bid high or not bid at all so that the second company will be the lowest bidder and be awarded the business is clearly prohibited under EU Antitrust Laws. Please note that in certain EU member states, such as for example in Germany, bid rigging additionally constitutes a criminal offence.

Joint Selling Agreements

Any co-operation between competitors in the selling, distribution or promotion of their products or services may raise severe problems under EU Antitrust Laws. It should be noted, that not only genuine joint selling agreements may raise antitrust concerns but also – albeit to a lesser extent – agreements on joint commercialisation concerning other marketing functions, such as distribution, service, or advertising. Joint Selling may be effected through different vehicles, such as a common agent, a joint sales organization or a joint venture.

Joint Purchasing Agreements

Any collaboration between competitors related to the procurement of products or services may potentially raise concerns with regard to EU Antitrust Laws. Joint purchasing can be carried out through a jointly controlled company, a company in which multiple firms hold small stakes, a contractual arrangement, or even a looser form of cooperation. These arrangements aim to combine the purchasing power of competing companies, which can increase their collective buying power. However, joint purchasing may also result in the coordination of behavior in downstream markets, as the participating parties have complete knowledge of their competitors' purchase prices and are better able to predict their behavior. The impact of such arrangements on competition varies and must be evaluated on a case-by-case basis, taking into consideration the specific market conditions. Agreements on joint purchasing between competitors are not inherently illegal. Nevertheless, before engaging in discussions about such agreements, it is essential to seek advice from the in-house legal counsel.

(2) Unilateral Behaviour

Introduction

A company's independent actions towards its competitors, customers, and suppliers may also infringe upon EU Antitrust Laws. Generally, under EU Antitrust Laws, a company is free to organize its commercial behavior as it sees fit, unless it holds a **dominant position** within the relevant market affected by the conduct in question. In light of this, it is important to seek guidance from your in-house counsel when considering any of the follow-

ing critical business practices. Please note that such practices are only prohibited when your company has a dominant position in the relevant market affected by the conduct:

Predatory Pricing

Predatory pricing is a commercial strategy by which prices are first lowered to a level which will ultimately force rivals out of the market. When this goal is achieved, prices will be raised again to reap the rewards. Obviously, lowering prices will generally not give rise to any antitrust concerns. However, setting prices at unfairly low levels with the object of eliminating a competitor is prohibited under the EU Antitrust Laws.

Excessive Pricing

Excessive pricing may occur when a market dominant company charges prices which are unfairly high. Please note, however, that price increases are generally not considered to be unfairly high when there are legitimate reasons for them (such as costs increases, general rise of price level on the market, etc.).

Discriminatory Pricing and other Discriminations

In broad terms, price discrimination consists of not treating like cases alike (or giving the same treatment to cases that are different). What matters to a customer in commercial reality is the price he actually pays for goods or services, not the price which may be quoted or which may have been advertised or listed. As a general principle, a **non-dominant company** may discount its quoted prices as it wishes as part of the cut and thrust of commerce (as long as it does not collude with its competitors). A non-dominant company may, if it wishes, do so by way of discounts offered to customers generally, for example, by means of quantity or early payment terms, or it may do so on an individual customer basis - effectively discriminating between customers. However, **if a company is dominant** on a certain market, it may neither charge for identical goods and services different prices to similarly placed customers, nor the same prices to differently placed customers without legitimate commercial reasons. In other words, the price differentiation must be **objectively justifiable** (e.g. by objective differences with respect to the business partners such as lower costs arising from economies of scale).

Tying

Tying occurs where a dominant company is prepared to supply the product in respect of which it holds a dominant position only if the customer also agrees to buy another product (tied product). In other words, tying consists of making the purchase of one product which the buyer wants conditional upon the purchase of another unconnected product.

(3) Agreements with Customers/Suppliers ("Vertical Agreements")

Introduction

In addition to regulating the relationship between a company and its competitors, the EU antitrust laws also applies to the relationship between such companies and their customers or suppliers (so-called **vertical agreements**). Vertical agreements are entered into between companies **operating at different levels of the market**, such as manufacturer and supplier, distributor and reseller, franchisor and franchisee or principal and agent. This is in contrast to **horizontal agreements,** which are entered into between actual or potential competitors acting at the **same level on the market**. The general principle with respect to vertical agreements is that the customer or supplier should be free to conduct its business as it deems fit. Any unreasonable restriction or control over the customer or supplier may violate the EU Antitrust Laws.

In this respect, it should be noted that the EU Commission has issued a **Block Exemption Regulation on Vertical Agreements**. This Regulation defines conditions under which an agreement may be considered to be in compliance with Article 101 EC Treaty even though it restricts competition to a certain degree. Basically, vertical restrictions of competition may be exempted from the prohibition contained in Article 101 EC Treaty if BDVI as supplier has a market share on the relevant market **not exceeding 30%** and if certain particularly severe restrictions of competition (so-called “hardcore restrictions”) are avoided. **Hardcore restrictions** are provisions which are deemed to violate anti-trust rules regardless of whether they actually have an appreciable effect on competition and on the market share of the companies involved.

Resale Price Maintenance Agreements

Resale price maintenance generally occurs when a company restricts the buyer's ability to determine its sale price on his own. Any agreement establishing a **fixed or minimum resale price** level to be observed by the buyer is prohibited under the EU antitrust laws. Forbidden resale price maintenance would include an agreement fixing the distribution margin or the maximum level of discount, making the grant of rebates or the sharing of promotional costs conditional on adhering to a given price level, linking a resale price to the resale prices of competitors, or using threats, intimidation, warnings, penalties, delay or suspension of deliveries as a means of fixing the prices charged by the buyer. Indirect pressure or means to achieve price-fixing can further result from the measures taken to identify price-cutting distributors, such as the implementation of a price monitoring system, the obligation to apply a most favoured customer clause which, in the context of a narrow oligopoly, would reduce the incentive to cut price, or the obligation on retailers to report other members of the distribution network deviating from the standard price level.

Companies may under certain circumstances impose a **maximum resale price** (above which the buyer may not sell the goods or services), or **recommend a resale price,** as long as such provisions do not have the effect of a fixed or minimum resale price as a result of pressure from or incentives offered by the parties imposing the restriction. However, before entering into such agreements it is essential that you seek advice from your legal counsel.

Exclusive Dealing Agreements

Exclusive dealing agreements come basically in two forms: the allocation of an **exclusive territory** or the allocation of an **exclusive customer group**. In the first case, the exclusive right to manufacture and/or sell certain products in a defined territory is conferred upon a certain buyer. In the second case, the exclusive right to sell certain products to a defined group of customers is conferred upon a certain buyer. Such exclusivity agreements are not per se unlawful and may be construed in line with the EU Antitrust Laws. Corresponding thereto, companies may under certain circumstances confine their buyers to sell their products into certain de-

fined territories/to certain defined customer groups only. However, as a general rule, only **active sales** into the exclusive territory or exclusive customer group reserved for itself or allocated by your company to another buyer, may be restricted. Sales are considered to be active when the seller **actively approaches individual customers** by for instance direct mail or visits. Restrictions on **passive sales** are strictly forbidden. Sales are considered to be passive where the **seller responds to unsolicited requests** from individual customers. General advertising or promotion in media or on the Internet that reaches customers in other distributors' exclusive territories or customer groups is generally considered to constitute passive sales. In any event, you should therefore seek advice from a legal counsel whenever you contemplate such agreements with your customers.

Tie-in Agreements

Tie-in refers to agreements by which your Company will only sell one product or service to the customer if the customer also purchases a second product or service which the customer may not want or which he can buy elsewhere at a lower price. Tie-in agreements may be unlawful under various aspects of antitrust law. Whenever such arrangements are in question, seek advice from the in-house counsel.

Selective Distribution

Selective distribution is defined as a distribution system where the supplier undertakes to sell the contract goods or services only to distributors selected on the basis of specified criteria and where these distributors undertake not to sell such goods or services to unauthorised distributors. Selective distribution systems are subject to certain antitrust restrictions which have to be carefully observed. Whenever such agreements are contemplated you should seek prior advice from your legal counsel.

Other Non-Price Restrictions

Also other restrictions on the customer’s right to freely engage in its business may constitute a violation of the antitrust laws. Contract provisions regarding minimum or maximum sale or manufacturing volume, restrictions in areas of research and development, export bans and the requirement to provide a license to the supplier for any improvement made

to the licensed technology by the licensee are examples of clauses that may be unlawful.

(4) Penalties

Any violation of EU Antitrust Laws may have a severe negative impact on BDVI and its members. Antitrust violations may compromise the good reputation of BDVI and its Member Companies and expose it to extremely costly and time consuming investigations and litigation.

The consequences of infringing antitrust laws potentially include:

1. Competition authorities may investigate the antitrust violation and may as a consequence levy very substantial fines of up to **10% of your Company´s worldwide group turnover**. In some jurisdictions, as for example in Germany, fines may also be imposed on your managers and / or directors which knowingly or negligently violated antitrust rules.
2. Companies or persons (including competitors and customers) injured by anticompetitive acts may claim damages from you and your company.
3. Agreements of your Company which are not in line with the applicable EU Antitrust Laws may be void and unenforceable.
4. The competent Competition Authorities may require you to bring to an end any infringement of EU Antitrust Laws. Your Company would thus be forced to change its business practice immediately, which may entail significant costs.

As a general observation, the enforcement of antitrust violations in the EU has become significantly more rigorous in recent years. There has been a notable increase in antitrust proceedings, the imposition of fines (both in terms of the amounts levied on companies and the number of cases), and the utilization of leniency programs ("whistleblowing").

(5) In the following, some of the individual features of the respective antitrust law regimes as regards to penalties are briefly described:

1. EU Competition Law

The EU Commission adopted guidelines on the method of setting fines on companies that breach EU Antitrust Law. Whilst there has been no change to the legal maximum (**10% of total group turnover in the preceding business year**), the guidelines introduce important changes to the method by which the fine is calculated within this limit. This new method is likely to lead to higher fines being imposed on companies that breach EU Antitrust Law.

2. German National Law

The German Federal Cartel Office (FCO, Bundeskartellamt) has also implemented guidelines for determining fines imposed on companies that violate German antitrust law. These guidelines introduce significant changes to the calculation method, potentially resulting in higher fines for companies found to be in breach of German antitrust law. Additionally, it's important to note that compliance with German Antitrust Law is the responsibility of both the companies and the accountable managers. Consequently, directors (i.e., those legally representing the company) may be liable to fines.

3. UK National Law

Pursuant to the applicable rules in the UK, violations of antitrust laws may constitute a criminal offence. A person who is guilty of an antitrust offence may, therefore, be liable:

- On conviction on indictment, to imprisonment for a maximum term of five years, and/or a fine.
- On summary conviction, to imprisonment for a maximum term of six months and/or to a fine not exceeding the statutory maximum.

It is also possible for individuals to be prosecuted for inchoate offenses under the Enterprise Act, such as attempting to commit antitrust offenses and related offenses like conspiracy to commit antitrust offenses. Antitrust offenses, conspiracy to commit antitrust offenses, and attempts to commit antitrust offenses are extraditable offenses. Therefore, if an individual believed to have committed an antitrust offense is outside the United Kingdom's jurisdiction, there are circumstances under which they may be extradited to the United Kingdom before facing prosecution.

4. Spanish National Law

Also under Spanish Law, in some cases, the unlawful anti-competitive behaviour may also constitute a criminal offence according to Article 284 of the Spanish Penal Code.

(6) Professional or Trade Associations

While the membership of your company and your employees in professional or trade associations like BDVI does not inherently raise antitrust law concerns, it is important to adhere to certain guidelines regarding the behavior of your representatives at BDVI. This is especially relevant when competitors regularly attend meetings or events organized by BDVI.

Before the meeting, please always request an agenda. Check the agenda with a view to the issues set out below. Always contact your legal counsel in case of any doubt as regards to the issue to be discussed in the meeting.

During the meeting, please take minutes of all issues discussed if such minutes are not provided by the association itself. Please avoid discussions or exchange of information as regards to the issues set out below. If any such discussions or exchange of information occurs, please **actively distance yourself** (ideally by having your protest recorded in the minutes) and walk out from the meeting. If there is an investigation at a later date concerning possible antitrust violations at the meeting, mere attendance may impute liability and a perception of collusion by the company. Immediately after leaving the meeting, please contact your legal counsel for further action.

After the meeting, please always check the minutes, even if you have not been present. If you find evidence that discussions or exchange of information as regards to the issues set out below occurred at the meeting, please **actively distance yourself** by way of a protest in writing and immediately contact the company's in-house legal counsel. If there is an investigation at a later date concerning possible antitrust violations at the meeting, you may have to show that you either were not aware of its existence or have actively distanced yourselves from it before the investigation started.

On a number of topics/issue, discussions in association meetings should be avoided. Such topics/issues comprise amongst others:

- **conversations with competitors regarding the prices of products;**
- **conversations with customers or resellers regarding the maintenance of resale prices of products;**
- **conversations with competitors regarding quantity of production;**
- **conversations with competitors regarding construction, addition or alteration of manufacturing facilities;**
- **conversations with competitors regarding limiting product line-ups;**
- **conversations with competitors regarding territorial, customer or other restrictions on distributions;**
- **conversations with competitors regarding restricting the licensing of a patent pool to new entries into the market;**
- **conversations with competitors regarding agreements or understandings to refuse to do business with one or more third parties;**
- **conversations with competitors regarding achievement of joint policy goals / strategic promises.**

When attending meetings of BDVI, your Company representatives should always collect and record the following information in writing for the purpose of confirming that the trade association does not involve in any activities which violate antitrust laws.

- Bylaws of the trade association which show the purpose or types of activities of the association (to show that the activities of the association comply with applicable laws);
- Agendas and/or minutes of meetings which show when and where the meetings are held and the attendees of the meetings (as evidence that the association does not violate antitrust laws);
- Presence of legal counsel and/or antitrust counsel;
- Existence of compliance programs and/or conduct guidelines;
- Documentation of acknowledgement and acceptance of such compliance program by signature of each participant;
- Presence of antitrust counsel for the trade association (to show measures by the association to prevent the exchange of suspicious information).

(8) BDVI's Antitrust Checklist:

To: All Attendees at Trade Association Meetings (incl. Interpreters and Assistants)

Antitrust Compliance Guidelines for Participation at Trade Association Meetings

Instructions:

1. **Before Attending a Meeting for the First Time:** ´
Before attending the trade association meeting for the first time, please gather, to the best of your ability, the association's bylaws, antitrust guidelines, and policies, as well as the agenda for the upcoming meeting. Review these documents to ensure that the trade association does not engage in any activities that may appear to violate antitrust laws. Additionally, determine whether the association has a policy of having legal counsel and/or antitrust counsel present at meetings and whether there is a policy for the association's counsel to review the agenda and minutes. If any activities appear suspicious, please first contact the regional legal department or an appropriate external lawyer. It's important to collect and store these documents and information in a central repository at the subsidiary.

2. **For All Meetings:**
Please request the agenda for the meeting in advance and carefully review it for potential antitrust issues. Take minutes of all issues discussed at the meeting if the association itself does not provide such minutes. If any of the following conversations are initiated by anyone, voice your objection (and request to have it recorded in the official minutes), leave the meeting immediately, and contact Regional Legal as soon as possible. If there is an investigation at a later date concerning possible antitrust violations at the meeting, mere attendance may imply liability and a perception of collusion by the company. After the meeting, review the minutes even if you were present only for a portion of the meeting or not present at all. If you find evidence that conversations as set forth in the Antitrust Checklist attached hereto have taken place at the meeting, distance yourself from the association by way of a written protest to the association and contact Regional Legal. Store the meeting minutes at a central repository in the subsidiary, along with the documents mentioned previously.

The filling of the below Anti Trust Checklist can be a useful tool for recap and documentation:

Antitrust Checklist

Please place a check (✓) to confirm that the following prohibited conversations are not taking place at the trade association meeting and date and sign below.

Prohibited Conversations	Reason
☐ Conversations with competitors regarding the prices of products, price changes, price differentials, mark-ups, discounts, allowances, credit terms or bids for business.	Exchange of price information → can trigger charge of Price Fixing
☐ Conversations with customers or resellers regarding the maintenance of resale price of products.	Interference of customers' or resellers' pricing → can trigger charge of Resale Price Maintenance.
☐ Conversations with competitors regarding quantity of production or promotions.	Exchange of production or supply information → can trigger charge of Production Cartel or other anti-competitive conduct.
☐ Conversations with competitors regarding construction, addition or alteration of manufacturing facilities, capacity or supply of products or inventories.	
☐ Conversations with competitors regarding the limiting of product lineups.	
☐ Conversations with competitors regarding territorial, customer or other restrictions on distributors or customers.	Customer and Territory Allocation → Can trigger charge of Market Division.
☐ Conversations with competitors regarding restricting the licensing of a patent pool with respect to new entries into the market.	Interference with the entry of new business into the market → Can trigger charge of Cartel or other anti-competitive conduct.
☐ Conversations with competitors regarding agreements or understandings to exclude or refuse to do business with one or more third parties.	Rejection of deal without any rational reason → Can trigger charge of Unlawful Boycott.
☐ Conversations with competitors regarding warranties, credit terms, transportation rates, etc.	Can trigger charge of Collusion or other anti-competitive conduct.
☐ Conversations, including expressions of joint policy goals and strategic promises, that limit or eliminate, or could be construed to limit or eliminate, competition.	This is a catch-all prohibition of anti-competitive conduct. If in doubt about propriety of a conversation, treat it as prohibited.