

LEAP ANTITRUST COMPLIANCE POLICY

Leadership for Energy Automated Processing (hereinafter the corporation will be referred to as “LEAP”) and its members are committed to full compliance with all laws and regulations applicable to LEAP activities including, but not limited to, any and all U.S. federal and state antitrust laws, the Enterprise Act 2002, the Competition Act 1998 and Articles 81 and 82 of the EC Treaty. This policy is intended to provide all LEAP members with guidance to ensure full compliance with the antitrust laws. This policy is not offered as antitrust counseling to any LEAP member individually or to any group of LEAP members, but rather it is provided solely as a guideline for the conduct of LEAP members in performing LEAP activities. All members of LEAP should consult their own antitrust counsel for individual advice on antitrust compliance and related matters.

Responsibility for Antitrust Compliance

Compliance with the antitrust laws is critically important to LEAP. Each LEAP member bears the ultimate responsibility for assuring that its actions and the actions of any individuals acting on its behalf comply with the antitrust laws. LEAP’s outside counsel represent LEAP only and do not represent any individual LEAP member. LEAP outside counsel will do their best to provide guidance on antitrust matters to LEAP; however, such antitrust advice is limited to LEAP activities and is not offered for the benefit of any individual LEAP member.

Antitrust Guidelines

In all LEAP operations and activities, you must avoid any discussions or conduct that might violate the antitrust laws or even raise the appearance of impropriety. Each LEAP member should understand that an actual intent to violate the antitrust laws is not a prerequisite to prosecution and understand further that LEAP members can be found liable for actions that have the purpose OR effect of restraining trade. Accordingly, LEAP members shall NOT discuss any of the following matters at any time during LEAP activities, including public and private meetings and social events sponsored or coordinated by LEAP:

- Current or future prices, including without limitation any individual company’s current or projected prices, prices changes, price differentials, markups, discounts, rebates, allowances, terms and conditions of sale, credit terms, or information or data that relates to or bears on prices, including profits, margins or cost;
- Industry pricing policies, price levels, price changes, differentials, surveys, market studies or the like;

- Individual companies' current or projected costs, inventories, procurement and marketing strategies, or other current or future business matters that may affect competition among individual companies;
- Allocation or division of customers, territories, or markets in which individual companies sell, may sell or decline to sell their products;
- Competitive conditions (*i.e.*, market conditions such as changes in industry production, capacity, inventories, competition or demand);
- Individual companies' proprietary information that could affect competition among individual companies;
- Costs market survey information relative to prices, salaries, or supply and demand projections;
- Individual companies' market shares for any product or for all products;
- Individual companies' production activities, strategies, or targets;
- Individual companies' salaries or compensation paid to employees;
- Individual companies strategic initiatives relative to market conditions;
- Individual companies' strategic initiatives relative prices, salaries, or supply and demand;
- Individual companies' strategic initiatives relative to merger or acquisition activity;
- Individual companies' commercial terms of contracts with customers, vendors, or competitors; and
- Individual companies' business dealings with any particular customer, vendor, or competitor.

In addition, each LEAP member shall NOT do any of the following:

- OFFER OR ACCEPT copies of price sheets or price lists from other member companies at any time;
- AGREE with other LEAP members at any time TO REFUSE to deal with, or boycott, a particular supplier, vendor or customer;

- Stay at a meeting, or any other gathering, if discussions on any of the above issues are taking place; or
- Create any documents, emails or other records that could be misinterpreted to suggest that the business might be involved in anti-competitive behavior.

Further, all LEAP members shall do the following:

- Provide advance written notice to LEAP counsel of any intent to initiate communications or introduce documents that touch on sensitive antitrust subjects before introducing any such material into LEAP discussions or exchanging any such information with other LEAP members;
- Provide advance written notice to LEAP counsel of any intent to introduce any new projects or programs to LEAP members or LEAP, or submit any data for such activities, that could raise antitrust concerns for LEAP; and
- Limit discussions to matters identified on LEAP's written agenda for scheduled meetings.