Competition Law/Antitrust Policy

The Group is committed to competing vigorously and effectively and to avoiding anti-competitive practises that undermine free and fair competition.

Our Position

Within your sphere of influence, you are responsible for ensuring that AB Dynamics plc (the Company) and its subsidiaries (hereinafter referred to as the "Group"):

- Always complies with the applicable competition (sometimes called anti-trust) laws
- Makes decisions as to its commercial strategy independently of competitors or other third parties and is seen to do so
- Does not illegally abuse a dominant or monopoly position in a particular market

While it is not the purpose of this Policy to set out exhaustive list of forbidden activities, price fixing and market allocation among competitors are two of the most serious breaches of competition laws. Therefore:

- **You must not under any circumstances whatsoever discuss or agree prices, discounts, trade terms, customers, or markets with our competitors.**

Guidelines for Dealing with Competitors

Information Sharing

Except as specifically permitted elsewhere in this Policy, you must not disclose, seek from or exchange with competitors any commercially sensitive information (including any information related to price, rebates, discounts, contract negotiations, capacity, production, costs, commercial strategies or plans, intentions to bid or not to bid, market share or customers) relating to the Group or any competitor of the Group. Price fixing includes price signalling; therefore, you should consult the General Counsel prior to making any public pronouncement on future prices.

In the event that any competitor's commercially sensitive information is volunteered to you, you must interrupt to point out that Group Policy is never to discuss commercial matters with competitors and thereby bring the conversation to an end. All such instance must be reported to the General Counsel.

You may and should, however consider information gathered from public sources and/or third parties that are not competitors (for example, trade publications or analysts) in taking commercial decisions on behalf of the Group and/or its subsidiaries and in compiling and updating market intelligence.

Contact with Competitors

In all cases where you come into contact with representatives of competitors, you must not disclose to, or receive from them commercially sensitive information under any circumstances.

Contacts with competitors should be kept to a minimum. As a rule, meetings with competitors should be limited to:

- Formal meetings (such as shareholder and board meetings) with respect to joint venture interests; and
- Participation in formal trade association meetings in accordance with the guidance set out in this Policy.

Where there is a genuine need to make direct contact with a competitor outside such meetings (for example to discuss a common and non-commercially sensitive issue such as the introduction of new industry wide law or regulation) you must first discuss the need for such contact with the General Counsel.

In every case, you must ensure that a comprehensive agenda is agreed and exchanged among all attendees prior to a meeting, that only the appropriate people attend, and that discussion at the meeting is strictly limited to the agenda items. Any such meeting should be minuted and the minutes circulated to all attendees.

Social gatherings and other non-business meetings with or involving competitors should be kept to a minimum. When engaged in such gatherings or meetings, you should always keep in mind the requirements of this Policy. Where there is a pre-existing social relationship between you and the employee of a competitor you should be aware that simply because conversations are conducted on a casual or social basis, this does not reduce risks if commercially sensitive information is disclosed.

In the event of unplanned contact with competitors, for example at an airport lounge or hotel lobby or whilst participating at industry events or conferences, you must always be aware of the tension that exists between (a) not wishing to cause offence and (b) the fact that competition authorities may well infer that that the occasion was used to exchange commercially sensitive information. The easiest way to avoid a negative inference of this type is to avoid any unnecessary contact with competitors

Remember that it is not only direct contact with competitors that may give rise to competition risks. Such risks may arise in the context of mergers and acquisitions (for example, during negotiations and/or due diligence), lobbying activities or procurement.

You should also be aware that using a trade publication, journalist or other third party as an indirect means of passing commercially sensitive information to competitors may also breach of applicable competition laws.

Industry Meetings

Group employees may participate in formal trade and industry association meetings and events, including social functions associated with them. Meetings of industry groups, associations and institutions must not, however, be used as a means of communicating commercially sensitive information. You should be aware that competition regulators show vigilance towards trade association meetings because of the number of companies often represented at such meetings and the fact that, historically, there have been instances where trade associations have served as a forum for anticompetitive conduct in many industries. In order to minimise the risk, you must take the following precautions:

- Encourage the trade association to appoint their own antitrust lawyer with responsibility for reviewing and approving the proposed agenda prior to each meeting and attending each meeting to ensure antitrust compliance. Where an association or institution purports to have antitrust compliance guidelines in place, take steps to verify the adequacy of these guidelines and that they are complied with in practice.
- Ensure that the points for discussion at such meetings are set out in a formal agenda which has been reviewed an approved by an antitrust lawyer (either the association's own lawyer or the General Counsel) prior to the meeting. Discussions must be limited to the points set out in the agenda and the meetings must be minuted.
- Do not use the meetings as a forum for sharing commercially sensitive information.
- Limit information on annual sales or average prices provided to the trade association or other industry meeting to historical data (generally data which is at least 12 months old). This information must be collated and aggregated by an independent secretariat pursuant to a strict, written, confidentiality agreement and must only be distributed to participants on an aggregated industry-wide basis so that individual companies' sales and prices cannot be identified.
- Even where a trade association takes these precautions you must be vigilant to ensure that you also comply with the terms of this Policy.

In the event that a meeting strays into a discussion of commercially sensitive information, you must interrupt to point out that the Group Policy is never to discuss such matters with competitors or be present in the event that others engage in such discussions, and thereby bring the conversation on that item to an end. If the discussion persists, you must immediately withdraw from the meetings, where possible ensuring your objection and departure have been minuted. In all cases, report the matter to the General Counsel.

Benchmarking

Technical or other benchmarking exercises carried out between competitors or potential competitors to evaluate best practises can raise serious competition issues. In view of the risks associated with these activities, you must submit proposed benchmarking exercises involving competitors to the General Counsel for approval in advance. There are no such constraints, however, in carrying out benchmarking exercises against organizations which are not competitors of the Group.

Transactions with Competitors

You may from time to time, need to discuss the sale of products to, or the purchase of products from, a competitor. If you do so any information discussed or exchanged must relate only to the transaction in question and be limited in either case to that which is legitimately required to facilitate the transaction. Under no circumstances may you discuss or exchange other commercially sensitive information.

Discussions with Competitors

You may never, except where specifically authorised by the government or by an approved cooperative business agreement (e.g. joint venture; teaming agreement), discuss (directly or indirectly) with a competitor, any of the following information not already in the public domain:

- Prices
- Costs
- Profits
- Product or service offering
- Terms and Conditions of Sale
- Deliveries
- Production facilities or capabilities
- Production sales or volume
- Market share
- Decision to quote or not to quote
- Customer or supplier classification
- Allocation or selection of sales territories
- Distribution methods or channels
- Potential acquisitions

Avoiding Illegal Abuse of Dominance/Monopoly Power

Competition laws in some jurisdictions including the European Union place restrictions on the activities of organizations with significant market power that do not apply to other players in the relevant market. In particular, charging excessive prices or tying the purchase of one product to the purchase of another may be prohibited. In situations where the Group has a very strong market share (as a rule of thumb, over 40%) you should consult with the General Counsel.

Seek Legal Advice

This Policy cannot cover all possible factual situations and there may be occasions where you are uncertain as to the appropriate course of action. In these cases, legal advice must be sought from the General Counsel as quickly as possible, prior to proceeding with the relevant conduct.

Please bear in mind that, in certain jurisdictions, written communications with in-house lawyers may not attract legal professional privilege and are therefore liable to discovery in the event of an investigation.

In order to discuss sensitive issues, therefore, it is recommended that advice by sought first by telephone in all jurisdictions.

You should also make yourself aware of the confidentiality undertakings contained in any relevant shareholders agreements and joint venture agreements.

Annual Certification

At some point in the future, relevant employees may be required to certify that they have read, understand and will comply with this Policy and all related policies to which they are specifically referred and that they are either unaware of any possible violations or have reported such possible violations to the appropriate person.

Breaches of this Policy

Failure to comply with applicable competition or antitrust laws and regulations could have serious consequences for both the Group and you. If you commit a serious breach of this Policy you will be subject to disciplinary action, which could result in dismissal for misconduct or gross misconduct.

This policy may be changed at any time, in accordance with the practices and needs of the Company. It will also be reviewed on a regular basis and updated in accordance with changes to relevant legislation.

This document is a statement of Company policy, is non-contractual in its effect and does not form part of employees' terms and conditions of employment.